

# Table of Contents

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## Chapter 1

### Background of WSDOT's Public Transportation

#### State and Federal Grant Program ..... 1

What are the goals for the new State and Federal Grant Program? .....1

How does the grant program relate to WSDOT's mission and principles?.....2

How does the grant program relate to WSDOT's planning policy objectives? ...3

## Chapter 2

### Eligibility and Project Definitions ..... 5

What types of organizations are eligible to submit an application to WSDOT?...5

What types of capital projects may be eligible? .....6

Is there a match requirement for capital projects? .....6

What type of operating projects may be eligible? .....7

Is there a match requirement for operating projects?.....7

What type of development projects may be eligible? .....8

Is there a match requirement for development projects? .....8

## Chapter 3

### Applying for Funding ..... 9

When does the application process begin? .....9

Where can an agency obtain an application? .....9

When do the applications need to be submitted? .....9

How do you submit your application? .....9

Where do you submit your application? .....10

## Chapter 4

### Evaluating the Applications ..... 11

What criteria will be used to evaluate the projects? .....11

How will the applications be evaluated? .....12

Who will evaluate applications? .....13

How will agencies know the rank of their application(s)? .....14

Will there be additional requirements before receiving the funds?.....14

What will be in the grant contract? .....14

When can the projects begin? .....15

## **Chapter 5**

### **Getting Ready to Prepare an Application..... 16**

Can you submit more than one application? .....	16
Does the project need to be included in a transportation plan? .....	16
Is the coordination of services and funding important in this application process? .....	16
What documentation should you attach to your application? .....	17
What additional attachments are required for capital and operating grants? .....	17
If you accept federal funds, what are the additional requirements? .....	17
Can you get your application electronically? .....	19
Who can you contact for help? .....	19

## **Chapter 6**

### **Filling out the Application and Helpful Hints ..... 20**

General Information .....	20
Project Description .....	22
Management and Experience .....	23
Financial Information.....	25
Equipment Request .....	26
Proposed Project Work Plan .....	28
Supplemental Information Page.....	29
Application Authority and Supporting Agencies/Organizations .....	29

## **2003-2005 Application Form**

### **Appendix A**

#### **Glossary of Terms ..... 1**

### **Appendix B**

#### **Washington's State and Federal Grant**

#### **Program Descriptions ..... 1**

### **Appendix C**

#### **Coordination of Special Needs Transportation**

#### **DRAFT Policy..... 1**

### **Appendix D**

#### **Examples of Federal Certifications and Assurances ..... 1**

### **Appendix E**

#### **Sample State and Federal Contracts ..... 1**

<b>Appendix F</b>	
<b>Transit Agencies and Contacts .....</b>	<b>1</b>
<b>Appendix G</b>	
<b>ACCT Coordination Coalitions and Contacts .....</b>	<b>1</b>
<b>Appendix H</b>	
<b>Coordination Checklist .....</b>	<b>1</b>

# Chapter 1

## Background of WSDOT's Public Transportation

### State and Federal Grant Program

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The Washington State Department of Transportation (WSDOT) is responsible for the distribution of federal grants from the Federal Transit Administration (Section 5310, 5311 and 5311(f) programs), and the state Rural Mobility and Paratransit grant programs. Appendix B provides more specific information on each of the state and federal programs.

#### What is new?

WSDOT has created a new application that will be used for both state and federal public transportation grants. Applicants will no longer be required to submit one application for a state grant and a separate application for a federal grant.

Projects will be evaluated on the basis of new criteria. Communities and local agencies are encouraged to coordinate their requests for capital, operating and project development grants.

The schedule for the grant program has changed. Applications must be submitted to WSDOT by October 16, 2002. Projects that receive grants can begin July 1, 2003 and must end by June 30, 2005. The actual amount of federal funds to be distributed will be based on the annual national transportation budget, and the actual amount of state grant funds is dependent upon a biennial Legislative appropriation.

#### What are the goals for the new State and Federal Grant Program?

The overall goals of the 2003-2005 State and Federal Grant Program are as follows:

- Encourage communities to identify and address deficiencies in their special needs/paratransit, rural public transportation, and intercity bus investments so that quality of life is improved.
- Assist local areas as they determine if a community benefits from and there is support for special needs/paratransit, rural public transportation, or intercity bus projects.

- Provide funding to preserve or enhance special needs/paratransit, rural public transportation, or intercity bus where there is a demonstrated need and measurable benefit.
- Support a network of services within and between communities.
- Establish opportunities for local jurisdictions, regional organizations, private sector agencies, state and federal governments, and Tribal Governments in Washington to:
  - work collaboratively
  - ensure stakeholders have a voice in project development, and
  - encourage appropriate cost sharing on projects.

### **How does the grant program relate to WSDOT's mission and principles?**

The WSDOT's mission is to keep people and business moving by operating and improving the state's transportation systems vital to our taxpayers and communities. The grant programs that are administered by WSDOT reflect this mission and the following organizational principles:

**Leadership.** We are committed that WSDOT provide strategic vision and leadership for our state's transportation needs.

**Delivery and Accountability.** We shall manage the resources taxpayers and the legislature entrusted to us for the highest possible return on value. We shall be disciplined in our use of both time and money. We shall account for our achievements, our shortcomings and our challenges to citizens, to elected officials, and to other public agencies.

**Business Practices.** We shall encourage progressive business management practices in delivering cost effective and efficient transportation services. Our quest for short-term cost savings and business process improvement shall be balanced by the long-term need to preserve and improve the state's transportation systems through sound fiscal planning and asset management.

**Safety.** Concern for the health and safety of the people who use and work on our transportation facilities shall be a paramount value in every area of our business.

**Environmental Responsibility.** Our work shall incorporate the principles of environmental protection and stewardship into the day-to-day operations of the department as well as the on-going development of the state's transportation facilities.

**Excellence and Integrity.** Our employees shall work in a culture of workplace excellence and diversity that encourages creativity and personal responsibility, values teamwork, and always respects the contributions of one another and of those with whom we do business. We shall adhere to the highest standards of courtesy, integrity, and ethical conduct. We shall encourage and recognize our employees' professionalism and their career growth.

**Communications.** We shall stress the importance of sharing clear, concise and timely information with WSDOT employees, elected officials, community leaders, businesses, citizens and taxpayers, others in the transportation community, the press, and other media. We shall strive for the effectiveness of all our employees in meeting WSDOT's communications standards.

### **How does the grant program relate to WSDOT's planning policy objectives?**

The state of Washington is facing enormous challenges in meeting the needs of Washington's citizens during a time of continuing disinvestments in the transportation system. The public transportation services that are delivered by local and regional agencies continue to address growing needs while seeking stable funding. Private for profit and private non-profit agencies currently provide a range of transportation services, and often operate on funding limited by categorical eligibility requirements and competitive contracts. Providing for Washington's future will require a more efficient transportation system that provides travel choices while focusing on connecting communities and transportation services together.

In February 2002, the Transportation Commission adopted "Washington's Transportation Plan 2003-2022." This plan identified transportation goals in three categories: (a) Vibrant Communities, (b) Vital Economy, and (c) Sustainable Environment. The State and Federal Grant Program for special needs/paratransit, rural public transportation, and intercity bus, are consistent with eight of the Vibrant Community goals in the planning framework. They include:

**Goal #1 System Operation and Maintenance:** The transportation system operates effectively, efficiently and predictably.

**Goal #2 System Preservation:** Transportation facilities are in sound operating condition.

**Goal #3 Special Needs Transportation:** The transportation system provides all citizens access to basic services.

**Goal #5 Increased Travel Options:** Throughout the state, travelers have viable alternatives to the privately owned automobile for their trips.

**Goal #6 Seamless Connections:** The transportation system offers easy connections between different services throughout the state.

**Goal #8 Increased Security:** Customers are safe and secure while using the transportation system.

**Goal #9 Effective Community-based Design:** Integrated community design, land use, and transportation investments improve quality of life.

**Goal #10 Collaborative Decision Making:** Collaboration occurs between federal, Tribal, state, regional, local and private sector partners.

In addition, WSDOT is in the process of adopting an agency policy supporting the coordination of special needs transportation services. Appendix C provides more specific information on this policy.

## Chapter 2

### Eligibility and Project Definitions

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**What types of organizations are eligible to submit an application to WSDOT?**

Type of Organization	Type of Request	Source of Funding
Rural Public Transit	Capital, Operating, Project Development	State, Federal
Small Urban Public Transit	Capital, Operating, Project Development	State
Urban Public Transit	Capital, Operating, Project Development	State
Private Non-Profit Transportation Agency	Operating, Project Development	State
Private Non-Profit Transportation Agency	Capital, Operating, Project Development	Federal
General Purpose Government – Urban and Small Urban	Capital, Operating, Project Development	State
General Purpose Government – Rural	Capital, Operating, Project Development	State, Federal
Private for Profit	Operating, Project Development	State
Private for Profit	Capital, Operating	Federal
State Agency	Capital, Operating, Project Development	State
Tribal Governments	Capital, Operating, Project Development	State, Federal
Special Districts (Schools, Ports)	Capital, Operating, Project Development	State

For definitions of organizational type check the Glossary in Appendix A.



## **What types of capital projects may be eligible?**

All equipment purchased under these programs must be used to provide passenger transportation services outlined in the application. Private for profit and private non-profit agencies applying for capital grants should indicate that they would accept federal funds on their application since they may not receive state grants for capital purchases. Examples of capital projects include:

- Wheelchair accessible passenger service vehicles
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles
- Communications equipment
- Computer hardware and data systems; dispatching software
- Other equipment such as bus shelters and bicycle racks
- Pre-owned or used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)
- Bus shelters, accessible features for sidewalks and facilities

## **Is there a match requirement for capital projects?**

The match requirements will depend upon the type of grant you receive.

Federal grant programs require a twenty percent (20%) match for capital projects. For example, if the capital cost is \$100,000, the federal grant cannot exceed \$80,000. The funds used for match must be cash, and may not have any restrictions placed on them that would restrict the services provided with the vehicle or place a lien on the equipment. Also, no other federal funds can be used to match the Federal Transit Administration's capital projects. Public sector organizations that do not have sufficient local or partnership funding to meet the twenty percent (20%) requirement, may indicate in their application that a state grant would be necessary for you to meet this condition.

The state grant programs do not have a required match, although applications that provide matching funds will be more responsive to the rating criteria.

## **What type of operating projects may be eligible?**

Operating assistance usually consists of activities and services that are directly provided or purchased by the applicant. The project funds may be used for labor and benefits, supplies and fuel, insurance, rent and utilities, purchased services and contracts, and maintenance costs. The operating grant funds may not be used for the depreciation on vehicles purchased with federal dollars, or costs associated with expenses incurred for timeframes outside of the grant period (such as pre-paid insurance payments). Examples of operating grants include:

- Operating assistance for rural public transportation services
- Operating assistance for special needs transportation/paratransit services
- Assistance for intercity bus operations
- Feeder bus service for the intercity network

## **Is there a match requirement for operating projects?**

The match requirements will depend upon the type of grant you receive.

Federal grant programs require a minimum of fifty percent (50%) match for operating projects. For example, if the net operating expenses are \$100,000, the federal grant cannot exceed \$50,000.

Net operating expenses are calculated by adding up all the operating expenses and subtracting the revenue collected in fares and donations.

Up to one-half of the matching funds may be in-kind contributions or non-USDOT federal support, but at least one half of the matching funds must be cash derived from state, local, or private sources, including profits from contracts.

For the purpose of this program, federal funds passed through state social service agencies, such as Medicaid, are not considered to be federal funds and may be used for match. Job Access and Reverse Commute (JARC) grants are from the Federal Transit Administration and may not be used as a match for this program.

The state grant programs do not have a required match, although applications that provide matching funds will be more responsive to the rating criteria.

## What are “in-kind” contributions?

For the purposes of operating projects, in-kind contributions are the value of non-cash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. In-kind contributions must be included as project costs and the value of the services must be documented.

## What type of development projects may be eligible?

- Project level activities associated with facility development
- Marketing plan for intercity bus, special needs, or rural public transportation
- Development of a local or regional Coordination Plan (RCW 47.06B)
- Agency financial and operating plan

The focus of the grant programs will be on the implementation and delivery of projects. For this reason, no more than ten percent (10%) of the total funding will be granted to development projects.

## Is there a match requirement for development projects?

The match requirements will depend upon the type of grant you receive.

Federal grant programs require a twenty percent (20%) match for planning projects. For example, if the development project costs are \$50,000, the federal grant cannot exceed \$40,000. Match must be cash. Also, no other federal funds can be used to match the Federal Transit Administration’s grant. If your organization does not have sufficient local or partnership funding to meet the twenty percent (20%) requirement, you may indicate in your application that a state grant would be necessary for you to meet this condition.

The state grant programs do not have a required match, although applications that provide matching funds will be more responsive to the rating criteria.

## Chapter 3

### Applying for Funding

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#### When does the application process begin?

Applications and guidelines are available from WSDOT after July 16, 2002.

#### Where can an agency obtain an application?

You may call the Public Transportation Office at (360) 705-7922 to request a paper or electronic copy of the application form and guidelines.

You may also download all the documents on WSDOT's Internet site at <http://www.wsdot.wa.gov/transit/>. We suggest you check this site frequently to obtain the most current information.

If you do not have Internet access and would like an electronic version of the application form, please indicate the software type and version (i.e. Microsoft Word 6.0, etc) in your request.

#### When do the applications need to be submitted?

Applications must be submitted to WSDOT no later than 5:00 P.M., October 16, 2002. Anything that is received after that date and time will be returned to the submitting agency.

#### How do you submit your application?

Applications must be submitted on paper with **original signatures** and must be accompanied by ten (10) copies of the application and its attachments. WSDOT will not accept electronic submissions or facsimiles. Applications submitted improperly will not be evaluated.

## Where do you submit your application?

Applications that are sent via U.S. mail, Federal Express, or UPS, should be sent directly to:

**WSDOT's Public Transportation State and Federal Grant Programs**  
**310 Maple Park, Room 1A18**  
**P.O. Box 47387**  
**Olympia, WA 98504-7387**

You may also hand-deliver applications to any of WSDOT's regional Highways and Local Programs Offices. The addresses and contact persons are listed below.

Note: There are some regional Highways and Local Programs offices that close at 4:00 P.M. Please call ahead to ensure someone will be there to accept your applications.

Debra Mendoza - (360) 705-7922  
WSDOT Headquarters Building  
310 Maple Park, Room 1A18  
Olympia

Bill Pierce (360) 905-2215  
WSDOT SW Region  
Highways and Local Programs Office  
4200 Main Street  
Vancouver

Keith Martin (509) 324-6080  
WSDOT Eastern Region  
Highways and Local Programs Office  
2714 North Mayfair Street  
Spokane

Stan Delzer (509) 667-3090  
WSDOT North Central Region  
Highways and Local Programs Office  
1551 N Wenatchee Avenue  
Wenatchee

Roger Arms (509) 577-1780  
WSDOT South Central Region  
Highways and Local Programs Office  
2809 Rudkin Road  
Union Gap

Terry Paananan (206) 440-4734  
WSDOT NW Region  
Highways and Local Programs Office  
15700 Dayton Avenue N, Sixth Floor  
Seattle

## Chapter 4

### Evaluating the Applications

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WSDOT has developed the criteria for evaluating all applications in collaboration with representatives from the Washington State Transit Association, Community Transportation Association of the Northwest, and the Agency Council on Coordinated Transportation.

#### **What criteria will be used to evaluate the projects?**

All applications will be scored on three components:

##### *Project component*

- ☐ Does the project establish, preserve or improve public transportation services in a community?
- ☐ Does the project address a recognized need in the community?
- ☐ Does the project reflect a community process?
- ☐ Does the project appear to be feasible as described?

##### *Applicant component*

- ☐ Does the applicant report sufficient experience in managing transportation projects to provide assurance of success?
- ☐ Does the applicant report sufficient experience in managing previous grant awards?
- ☐ Does the applicant report sufficient financial capability and resources to implement and successfully carry out the project?
- ☐ Does the applicant report the leveraging of funds from other sources to support the implementation for the project?
- ☐ Does the applicant report a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources?

##### *Performance component*

- ☐ Does the project describe community benefits resulting from the grant?
- ☐ Does the project define the performance measures to be used in determining the success of the project?
- ☐ Does the project describe an active coordination effort aimed at improving efficiency and effectiveness?

## How will the applications be evaluated?

The applications will be evaluated using the forced-pairs method. Each application is assigned a number and placed on a grid which pairs it with each of the other applications received. (See example of grid below.)

Sample Scoring Grid

	1	2	3	4	5	6	7	8	9	10
2	1 2	-	-	-	-	-	-	-	-	-
3	1 3	2 3	-	-	-	-	-	-	-	-
4	1 4	2 4	3 4	-	-	-	-	-	-	-
5	1 5	2 5	3 5	4 5	-	-	-	-	-	-
6	1 6	2 6	3 6	4 6	5 6	-	-	-	-	-
7	1 7	2 7	3 7	4 7	5 7	6 7	-	-	-	-
8	1 8	2 8	3 8	4 8	5 8	6 8	7 8	-	-	-
9	1 9	2 9	3 9	4 9	5 9	6 9	7 9	8 9	-	-
10	1 10	2 10	3 10	4 10	5 10	6 10	7 10	8 10	9 10	-

*Figure 1. This sample-scoring grid shows how all grant applications are given numbers and placed on a grid for evaluators to use in scoring.*

Each evaluator compares application 1 to application 2, chooses the superior proposal and circles the corresponding number on the grid. Application 1 is then compared to application 3 and so on until it has been compared to all other proposals.

This step is repeated with all other applications until each evaluator has compared all proposals.

Sample Scoring Grid Showing Ratings

	1	2	3	4	5	6	7	8	9	10
2	① 2	-	-	-	-	-	-	-	-	-
3	1 ③	2 ③	-	-	-	-	-	-	-	-
4	1 ④	2 ④	③ 4	-	-	-	-	-	-	-
5	1 ⑤	2 ⑤	3 ⑤	4 ⑤	-	-	-	-	-	-
6	① 6	2 ⑥	③ 6	④ 6	⑤ 6	-	-	-	-	-
7	1 ⑦	2 ⑦	③ 7	④ 7	⑤ 7	6 ⑦	-	-	-	-
8	1 ⑧	2 ⑧	③ 8	④ 8	⑤ 8	6 ⑧	7 ⑧	-	-	-
9	① 9	2 ⑨	③ 9	④ 9	⑤ 9	6 ⑨	⑦ 9	⑧ 9	-	-
10	① 10	2 ⑩	③ 10	④ 10	⑤ 10	⑥ 10	⑦ 10	⑧ 10	⑨ 10	-

Figure 2. This sample scoring grid shows how each grant application is compared against all other applications. In each comparison, the favorably rated application is circled.

The scores are tallied based on the number of times each application was chosen. The evaluation committee then reassembles to discuss their individual scores and come to a consensus on a prioritized list of projects. A recommendation is made to WSDOT for funding based on this prioritized list.

### Who will evaluate applications?

WSDOT has established the Rural Public Transportation Grant Review Team and the Special Needs/Paratransit Grant Review Team. WSDOT staff will work with the Northwest Motorcoach Association to evaluate the Intercity Bus Grant applications.

The following groups and organizations will be asked to recommend individuals to serve on the 2003-2005 Grant Review Teams:

- Agency Council on Coordinated Transportation
- Community Trade and Economic Development
- Washington State Transit Association
- Community Transportation Association of the Northwest
- State or Regional Aging programs or Aging Program representative



- State or Regional representative from a Medicaid transportation program
- Association of Washington Cities or Washington Association of Counties
- Regional Transportation Planning Organization/Metropolitan Planning Organizations
- Governor's Office on Indian Affairs or an individual representing Tribal Governments
- Community Action Councils

After all projects have been evaluated, the Grant Review Teams will present WSDOT with their ranked list of projects and recommendations for funding.

### **How will agencies know the rank of their application(s)?**

WSDOT will notify each agency of their final ranking on the Rural Public Transportation List, Special Needs/Paratransit List and the Intercity Bus List. For projects that have been recommended for funding, WSDOT will determine the type of funding that might be available for the selected project. The actual grant awards cannot be made until the federal and state governments approve transportation budgets, and the actual appropriation levels are provided to WSDOT.

### **Will there be additional requirements before receiving the funds?**

Each agency will be notified of either the state or federal requirements for developing a final project agreement. This may include a more defined scope of work, a requirement to hold a public hearing, and/or signatures on federal assurances and certifications. (See Appendix D for the Federal Assurances and Certifications.)

WSDOT's Compliance Officer will be working closely with each organization or agency to make sure all the required documents are in place before the grant is finalized and the contracts are signed.

If your agency has not received a Federal Transit Administration grant in the past three years and you wish to be considered for a federal grant for 2003-2005, contact Valerie Rodman, (360) 705-7979 as soon as possible to get federal compliance information.

### **What will be in the grant contract?**

Sample draft contracts for the state and federal grants are included in Appendix E. WSDOT reserves the right to make changes to these drafts to reflect additional requirements from the state or federal government, legal direction, or best practices.

## **When can the projects begin?**

Successful projects may begin on or after the final signature is made on a contract for that specific project. Unless a grantee requests otherwise in their application, the projects typically begin July 1st and last 24 months. In some specific cases, projects may begin early. WSDOT will notify those agencies in writing.

Note: Never make a financial commitment on a project without getting written approval from WSDOT.

## Chapter 5

### Getting Ready to Prepare an Application

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The application process includes several steps that will require advance planning in order for your grant proposal to succeed.

#### **Can you submit more than one application?**

Yes. There is no limit on the number of applications that an organization or agency can submit. We do request that you submit separate applications for independent projects, different service areas and/or different types of equipment (computers, small buses, big buses, etc.).

#### **Does the project need to be included in a transportation plan?**

Planning is very important for all applications. To help your project be more competitive, your project should be included in your agency plan. In addition, applicants are encouraged to coordinate with local and regional planning organizations, such as, city and county planning divisions and the Regional Transportation Planning Organizations (RTPOs) in your area.

#### **Is the coordination of services and funding important in this application process?**

Yes. Agencies applying for funding are expected to coordinate their services with other transportation providers in their area as well as agencies who may be able to use or purchase the services provided by the applicant. If the project is located within a public transit service district, it is highly recommended that the local transit system be notified. This information will be requested on the application form. For a listing of all the transit districts in the state, refer to Appendix F.

Coordination is an ongoing effort. For this application, you should use a community process for identifying the gaps that would be filled by your project. On the application form, you will also describe the outcomes or products of your efforts, and the benefits gained or expected as a result of coordination.

You are strongly encouraged to take part in the Agency Council on Coordinated Transportation (ACCT) Local Coordinating Coalition for your service area. For a listing of all the Coordinating Coalitions and the contact persons, refer to Appendix G.

## **What documentation should you attach to your application?**

In addition to the signatures from the Supporting Agencies or Organizations that you may include on your application, letters of support received from community agencies or the general public may be attached to your application. These letters should clearly reference the specific project and identify the benefits that would be gained if the project were funded.

## **What additional attachments are required for capital and operating grants?**

### **A current inventory of service vehicles**

If you are applying for a capital or operating grant, your organization is required to submit a current Passenger Service Vehicle Inventory.

Note: Transit agencies that have sent WSDOT a 2002 Transportation Development Plan may attach a copy of their Asset Management or Public Transportation Management System inventory list.

### **A map of your service area**

If you are applying for capital or operating grant, you are required to attach a map that shows the geographic area where your organization will be providing service, and/or the location of the project described in your application.

Note: If you are applying for funding for a specific route(s), identify which route(s) on the service area map.

## **If you accept federal funds, what are the additional requirements?**

### **Assurances and Certifications**

As part of a federal grant process, applicants will be required to document their willingness to comply with various federal regulations and ability to implement their proposal if funding is awarded. To demonstrate their fitness, applicants must supply the following federal assurances and certifications within sixty-days (60) of notification that their project was selected by the Grant Review teams.

Examples include:

- Current Certificate of Insurance (capital applications only, supplied by your insurance carrier)\*
- Certification of Restrictions on Lobbying (applications for \$100,000 or more)
- Certification regarding Procurement Compliance (capital applications only)
- Federal Transit Administration Civil Rights Assurances

- Letter for Acceptance of the Section 5333(b) Special Warranty (formerly Section 13c)
- Washington Utilities and Transportation Commission Certificate (non-profit passenger transportation agencies only)\*
- A copy of the determination letter from the Internal Revenue Service or a copy of the application for determination to the Internal Revenue Service (non-profit agencies only)\*
- A copy of the current corporate annual report, as legally filed with the Secretary of the State of Washington (non-profit agencies only)\*
- Assurance Concerning Nondiscrimination on the Basis of Disability in Federally Assisted Programs
- Substance Abuse Certification
- Charter Service Agreement
- School Transportation Agreement
- Certification regarding Debarment, Suspension, and other Responsibility Matters
- Bus testing Certification for new buses (rolling stock only)
- Certification of Pre-Award and Post Delivery Reviews Required for Acquisition of Rolling Stock (capital applicants purchasing vehicles only)
- Documentation of Public Hearing (capital applicants only)\*

#### How can the Assurances and Certification forms be obtained?

The WSDOT Compliance Officer will be providing the forms for most of the certifications and assurances. Items marked with an asterisk (\*) must be supplied by your agency.

All assurances and certifications must be on file in Olympia before WSDOT can request the funding from the Federal Transit Administration. Agencies and organizations must submit all federal assurances and certifications sixty days (60) after notification of project selection or no later than February 21, 2003.

Note: Your agency may submit the assurances and certifications along with the application. Contact Valerie Rodman, Compliance Officer, at (360) 705-7979 for specific guidance on submitting federally required documents.

## Can you get your application electronically?

This guide includes a copy of the application form. You may use this form to prepare your application. If you prefer to use an electronic version of the form you can:

- Download the form from the grants section of the Public Transportation Office's web site at <http://www.wsdot.wa.gov/transit> or
- Contact the Public Transportation Office and ask to have a disc mailed to you. Debra Mendoza can be reached at [mendozd@wsdot.wa.gov](mailto:mendozd@wsdot.wa.gov) or by phone at (360) 705-6922.

## Who can you contact for help?

If you have any questions regarding these explanations or would like assistance in preparing your application, contact:

Ginny Morin	360-705-6985	<a href="mailto:moring@wsdot.wa.gov">moring@wsdot.wa.gov</a>
Don Chartock	360-705-7928	<a href="mailto:chartod@wsdot.wa.gov">chartod@wsdot.wa.gov</a>
Barb Savary	360-705-7926	<a href="mailto:savaryb@wsdot.wa.gov">savaryb@wsdot.wa.gov</a>

## Chapter 6

### Filling out the Application and Helpful Hints

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This section provides an explanation on how to fill out your application form and some insights on what types of information should be included. Agencies are reminded to submit only one project on an application.

#### General Information

All applicants should fill out this section.

##### Legal Name of Agency

List your organization's corporate name as on file with the Washington State Secretary of State's Office. If your agency or company has a "doing business as" name, please note this name after the corporate name.

##### Federal ID Number

Include this nine-digit number that has been assigned to your agency by the U.S. Treasury Department.

##### Contact Person

The person in your organization to whom all correspondence, questions, or notifications should be mailed. This person should have first-hand knowledge of the application's content and the services to be provided with the equipment, operating funds requested, or project developed.

##### Legislative and Congressional District

Indicate the political districts that the project will serve. If your project will be statewide, please indicate that as well.

## Project Title

In two sentences or less, describe the project that is being submitted for grant funds. You do not need to include justification for the project since there will be several opportunities for that information in the body of the application. You can use references to:

Sustaining dial-a-ride services; sustaining rural fixed route services; expanding services; providing a feeder service; providing an intercity bus route; purchasing new equipment, replacing equipment, expanding passenger vehicle fleet, developing a community coordination model, purchasing and installing bus shelters, etc.

## Is this an ACCT project?

If your project meets the following criteria, check “Yes” to this question:

- a. a project specified by the local ACCT Coalition as beneficial to the coordination of special needs transportation
- b. a project specified by the local ACCT Coalition in their implementation plan as an essential step in the creation of a coordinated system for persons with special transportation needs
- c. any project or undertaking specified under the ACCT Coalition guidelines. Refer to the ACCT web site for more information at:  
[http://www.wsdot.wa.gov/acct/Library/Local\\_Planning\\_Guidelines.pdf](http://www.wsdot.wa.gov/acct/Library/Local_Planning_Guidelines.pdf)

## Cost Summary

Indicate the total project cost of your project. List the types of matching funds that you have already secured for this project. Insert the total grant funds you are requesting in this application. Make sure that these numbers are consistent with the financial information and the proposed project work plan that are in other sections of the application.

## Type of Grant

Check only one box. Indicate the type of grant that best describes the project.

## Attachments

Check the box if your application contains letters committing matching funds, vehicle inventory, letters of support, and a service area map.



## Type of Applicant

Check only one box. Refer to the Glossary for clarification and definitions of the agency types.

Would your agency be willing to receive state/federal funds?

Refer to the table in Chapter 2 to verify that your agency is eligible to apply for various types of state or federal grants for capital, operating or planning projects. Some agencies may select to receive only federal funds or only state funds.

## Project Description

All applicants should fill out this section.

### 1. Provide a detailed description of the project.

Describe what you plan to do with the grant. For example, if you are requesting operating assistance to provide public transportation, intercity bus services, or special needs transportation, describe your targeted population, the type of service, the days of week, hours of day, etc. Is this an expansion of your services or the continuation of existing services? Describe your service area and attach a map.

If you are requesting capital assistance, describe what capital assets you propose to acquire. Will these new assets be used to expand, preserve, or improve existing services? Is this a minor construction project such as the purchase and installation of bus shelters?

If you are requesting project development assistance, explain the purpose of the project. Describe the scope and level of community participation in the project. Identify the expected outcomes.

### 2. What is the need for this service, equipment, or project? How did your agency identify the need?

Describe why your agency needs the funding assistance requested in this application. This is your opportunity to provide a justification for the grant request.

If your request is for operational support, please identify the service needs that will be addressed. What access issues exist in the community? How were those issues identified? How will the needs be addressed by the project? What population groups will be targeted?

If your request is for capital assistance, describe what access issues would be addressed by acquiring the equipment, vehicles, or capital items. If you are requesting equipment to expand your services, explain what steps your agency took to identify the need in your service area.

If you are requesting project development assistance, describe why your agency needs financial assistance for these activities in your community.

In all cases, you should explain how you identified the need and why local resources are insufficient or unavailable for your project.

3. If you receive this grant, how will your community benefit? How will you know if the project was a success?

Describe the benefits you expect from this project. Explain what processes, methods and measures your agency used to estimate those benefits. Identify your data sources and monitoring process. What performance standards will you apply? How will you know if you have been successful?

## **Management and Experience**

All applicants should fill out this section.

4. What experience does your agency have with passenger transportation services?

Describe your agency's experience with public transportation in rural areas, for persons with special needs for transportation and/or intercity bus transportation. Specifically address your experience during the last four years. If the grant request is for project development assistance, please describe your agency's planning experience.

5. What experience does your agency have in managing grant awards?

Describe the types of grant awards you have received in the past four years, the amount of the grant, and the specific experience of current staff in managing the grants. Under the Federal Transit Administration funds include FTA Section 5307, 5309, 5310, 5311, 5311(f) and Job Access and Reverse Commute (JARC). Under state funds, include your experience with Rural Mobility, ACCT, Public Transportation System Account (through TIB), or other state programs.

6. Is the project described in this application included in any agency, local, regional, or statewide plan?

Check "Yes" or "No." If checking "Yes," indicate what planning document(s) contain your project. Describe the nature of the planning effort, and the level of community participation. If checking "No", please indicate how the project was developed and how community input was obtained.

If the project is located within a public transit area, how has the transit agency become aware of this application? Describe how this project is coordinated with or complementary to the transit agency's six-year plan. A listing of the transit agencies is included in Appendix F.

Community Coordination Coalition plans. A listing of the Community Coalitions is listing in Appendix G.

7. Describe your agency's plan to continue the proposed project, or to proceed to the next phase, in the years after the 2003-2005 biennium.

Describe how your agency or community intends to maintain the project after the grant funds are spent. Include any plans to coordinate with other organizations, leverage other funding sources, or request additional funding from the state or WSDOT.

8. Describe all your efforts to coordinate, or create partnerships, to support the proposed project.

Identify all efforts to work with other agencies and stakeholder groups. A sample listing of such groups is included as Appendix H. Give details of your agency's role in and relationship with the Community Coordination Coalition, the development of a Coordination Plan, and other related activities that may be in place in your community that are subject to RCW 47.06B (ACCT). Highlight the coordination elements of this project.

## Financial Information

Only fill out this section if you are requesting an operating grant or a project development grant. If this application is for capital assistance for equipment (vehicles, computer hardware), skip to Question 11 in the “Equipment Request” section.

9. For operating and development grants, please report your agency’s transportation operating budget for the past two calendar years. In the far right column, indicate how this grant request would be spent during the 2003-2005 timeframe (24 months).

Please complete the information requested showing the total cost of operating transportation services. If your agency purchases transportation services, indicate those costs in the Purchased Services line. Provide more specific information when reporting Other Costs in both the Direct Operating and Administrative categories.

Note: Regardless of the type of assistance you are applying for, do not include any capital expenses in the operating budget.

Report the amount of passenger fares and donations that your agency receives. Subtract the fares and donations from the Total Gross Operating Expenses to calculate the Total Net Operating Expenses.

10. What operating revenue has your agency used in the past two years to operate your passenger transportation services? Indicate all sources of funding you will use for matching the grant request for this project.

List all local, state, federal, and other revenues received and those that are anticipated to be received by your agency for providing passenger transportation services in the service area described in this application. Do not include revenues that will be retained by your agency for transportation reserve accounts or revenues that are used for capital purchases.

If you are applying for operating dollars, the Total Operating Revenue (including any federal or state operating funds being requested) should equal the Total Net Operating Expenses.

## Equipment Request

Complete this section only if applying for capital assistance for equipment. If applying for financial assistance for operating, project development or minor construction projects (bus shelters, bus pullouts, curb cuts, etc.), this section should be left blank.

### 11. Please indicate your equipment request.

#### *Equipment Description*

- For vehicles, identify the type of vehicle (van, minibus, or bus), passenger capacity or vehicle size, and number of wheelchair tie-down positions (make and model is not applicable).
- If you intend to purchase used vehicles, note this on your application.
- For non-vehicle equipment, such as computers or bus shelters, describe the type of equipment requested.

#### *Quantity*

Enter the number of vehicles or other equipment items you are requesting.

#### *Replace or Expand*

Indicate whether this equipment is to be used for replacement of existing equipment or expansion of services.

#### *Unit Cost*

Enter the estimated price of each vehicle or other equipment item. Prices should be estimated at higher than the current market price as to allow for inflation.

Remember: Equipment purchases may not be made until a grant is awarded.

### *Total Cost*

Multiply the quantity by the unit cost.

Note: Costs associated with licensing and obtaining a title for the vehicle are not eligible for reimbursement.

### *Sales Tax*

For estimate purposes you should use the sales tax rate charged in your area. If you are a public transit agency, the portion of the local tax rate collected for transit purposes is not eligible for reimbursement; therefore the amount estimated should be reduced by that percentage. Example: The local tax rate in ABC County is 7.9 percent; the transit share of this tax is .3 percent. The sales tax should then be calculated at 7.6 percent.

Note: Vehicles carrying 15 passengers or less that will be used for transporting persons with special transportation needs are not subject to sales tax per RCW 82.08.0287. To exercise this option, you must be issued rideshare plates by the Department of Licensing.

### *Pre-award Review*

For federal capital grants, enter the estimated cost for one or two people to make a factory visit as required for a vehicle purchase. If your application does not involve vehicles, leave this area blank.

### *Local Matching Funds for this Project*

Enter the amount of the local share. For federal grants, there is a minimum required local match, 20 percent of the total project costs.

### 12. List the Vehicle Identification Number(s) of Vehicles to be replaced

These vehicles should also be included on your agency's inventory.

13. What is the source of the matching funds for this equipment request? What restrictions are on the matching funds?

The matching funds for FTA grants cannot be derived from federal sources, must not place restrictions on the use of the equipment, and must not affect the legal ownership of the equipment.

### **Proposed Project Work Plan**

14. **Work Plan**  
List all major project tasks and activities in the far left column. Identify the expected project expenditures under the appropriate columns. Indicate whether the project tasks are for capital, operating or development activities.

Applicants are requested to provide a proposed schedule of the project activities and expenses. The final contract may have a more detailed scope of work that will be built using the information that is provided in this application.

Note: There may be a few projects that are selected for “Early Start” in April 2003. If your agency could complete a task or activity of the project in three months, enter the description and the funding needed in the column marked April 03-June 03 (early starts).

15. **Complete and attach the Passenger Service Vehicle Inventory Form**

All applicants that own passenger vehicles must complete the Passenger Service Inventory Form regardless of the type of assistance being requested. In addition, capital applicants requesting replacement vehicle(s) must identify which vehicle(s) they intend to replace if a grant is awarded.

Note: If your public transit agency has submitted a 2002 Transit Development Plan with a vehicle inventory (for the Public Transportation Management System PTMS or Asset Management System), you can attach that form in replace of the vehicle inventory provided. If you are requesting capital assistance for replacement vehicles, indicate which vehicle(s) you are requesting to replace on the PTMS inventory document.

## **Supplemental Information Page**

This page is additional space for any information that could not be accommodated in the space allowed for each question on the application. Please make sure that you refer to the question number when completing an answer on this page. The space may also be used to provide general information for the Review Team as they evaluate this project application.

## **Application Authority and Supporting Agencies/Organizations**

Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Board Chairperson or Chief Executive Officer.

Financial partners are organizations and agencies that are providing matching funds to the project. These partners must sign the application indicating their support of the project. In addition, the applicant should attach a letter from each agency that will be contributing matching funds.

Supporting agencies or organizations that are not financial contributors to this project may also sign this page indicating their support for the project within the community.

Applications that do not have signatures or that are signed by unauthorized individuals will not be accepted.



# Washington State Department of Transportation

## Public Transportation State and Federal Grant Program

### 2003-2005 Application Form

Funding request for projects beginning July 1, 2003 and ending June 30, 2005

#### General Information

#### For All Applications

Legal Name of Agency:			
Mailing Address:			
Main Office Address:			
Federal ID Number:			
Contact Person:		Telephone Number:	
E-Mail Address:		Fax Number:	
Legislative District(s):		Congressional District(s):	

#### Project Title

Is this an ACCT project? Yes \_\_\_\_ No \_\_\_\_

--

#### Cost Summary

TOTAL PROJECT COST: \$ \_\_\_\_\_

Funding already secured for this project:

Federal Funds \_\_\_\_\_

State Funds \_\_\_\_\_

Local Cash \_\_\_\_\_

Partnership Funds \_\_\_\_\_

In-Kind Contribution (cash value) \_\_\_\_\_

TOTAL Matching Funds \_\_\_\_\_

TOTAL REQUEST in this application \$ \_\_\_\_\_

What type of grant are you requesting (check one):

<input type="checkbox"/>	Capital Grant
<input type="checkbox"/>	Operating Grant
<input type="checkbox"/>	Project Development Grant

#### Attachments

<input type="checkbox"/>	Letters committing matching funds	<input type="checkbox"/>	Vehicle Inventory	<input type="checkbox"/>	Letters of support	<input type="checkbox"/>	Service area map
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**Type of Applicant (check one):**

<input type="checkbox"/>	Rural Public Transit	<input type="checkbox"/>	Small Urban Public Transit	<input type="checkbox"/>	Urban Public Transit
<input type="checkbox"/>	Private Non-Profit Agency	<input type="checkbox"/>	General Purpose Government (City, County)	<input type="checkbox"/>	Private for Profit
<input type="checkbox"/>	Special District (i.e. School, Port)	<input type="checkbox"/>	Tribal Government	<input type="checkbox"/>	State Agency

***Would your agency be willing to receive:***

Federal funds? (Yes or No) \_\_\_\_\_  
State funds? (Yes or No) \_\_\_\_\_

**Project Description****For All Applications**

1. Provide a detailed description of the project.
2. What is the need for this service, equipment or project? How did your agency identify the need?
3. If you receive this grant, how will your community benefit? How will you know if the project was a success?

4. What experience does your agency have with passenger transportation services?
5. What experience does your agency have in managing grant awards?
- a) Federal Transit Administration funds
  - b) Other Federal funds
  - c) State funds
6. Is the project described in this application included in an agency, local, regional, or statewide plan?
- \_\_\_\_\_ Yes      \_\_\_\_\_ No
- Comments:

8. Describe all your efforts to coordinate, or create partnerships, to support the proposed project.

**Financial Information****For Operating and Development Grants**

9. For operating and project development grants, please report your agency's transportation budget for the past two calendar years. In the far right column, indicate how this grant request would be spent during the 2003-2005 timeframe.

	2001 (actual)	2002 (budgeted)	7/1/03 – 6/30/05 (project expenses)
<b><u>Direct Operating</u></b>			
Labor & Benefits			
Supplies & Fuel			
Insurance			
Maintenance			
Depreciation			
Other:			
<b><u>Purchased Services</u></b>			
<b>Subtotal:</b>			
<b><u>Administrative</u></b>			
Labor & Benefits			
Rent & Utilities			
Consultant Services			
Other:			
<b>Subtotal:</b>			
<b>Total Gross Operating Expenses:</b>			
Less Passenger Fares and Donations			
<b>Total Net Operating Expenses:</b>			

10. What operating revenue has your agency used in the past two years to operate your passenger transportation services? Indicate all sources of funding you will use for matching the grant request for this project.

Source	2001 (actual)	2002 (budgeted)	7/1/03 – 6/30/05 (local match & project revenues)
Local Funds (list):			
State Funds (list):			
Federal Funds (list):			
Other (list):			
<b>Subtotal Operating Revenue:</b>			
Requested Operating/Development Grant			
<b>Total Operating Revenue:</b>			

## Equipment Request For Capital Projects Only

## Equipment Request For Capital Projects Only

11. Please indicate your equipment request.

<i>Equipment Description</i>	<i>Quantity</i>	<i>Replace (R) Expand (E)</i>	<i>Unit Cost</i>	<i>Total Cost</i>
			Subtotal	
			Sales Tax	
			Pre-award Review	
<b>Total Estimated Cost</b> [subtotal + sales tax + pre-award review]				

Local Matching Funds for this Project	
---------------------------------------	--

**Note:** Passenger service vehicles less than 28 feet in length and used for special needs passenger transportation services are exempt from sales tax per RCW 82.08.0287. Rideshare plates are required to exercise this exemption.

12. List the Vehicle Identification Number (VIN) of the transportation vehicles that you are requesting to replace with these grant funds.


13. What is the source of the matching funds for this equipment request? What restrictions are on the matching funds?

	Type of Funding	Amount	Restrictions?
Federal:			
State:			
Local:			
Other:			

14. Work plan — List all major project tasks and activities in the far left column. Identify the expected project expenditures under the appropriate columns. Indicate whether project tasks are for capital, operating, or development activities.

Tasks/Activities	April 03 – June 03 (Early starts)	July 03- Dec 03 (6 months)	Jan 04- June 04 (6 months)	July 04 – June 05 (12 months)
Subtotals				

15. Complete the attached Passenger Service Vehicle Inventory Form located on the page 12.

**Please Note:** All applicants must complete the Passenger Service Vehicle Inventory Form. Public transit agencies that have submitted a 2002 Transit Development Plan and a PTMS Vehicle or Asset Inventory may substitute that form for the one provided.



Please provide any additional information that could be useful to the evaluators. Try to keep your comments brief. Also you may use this page to elaborate on information that you have provided in other sections of the application. Indicate the specific question number from this application when providing supplemental information.

**Application Authority and Supporting Agencies****For All Applications**

I certify, to the best of my knowledge, the information in this application is true and accurate and this organization has the necessary fiscal and managerial capability to implement and manage the project associated with this application.

Applicant Agency \_\_\_\_\_

Project Title \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

\_\_\_\_\_  
Signature of Chairperson or  
Chief Executive Officer

\_\_\_\_\_  
Date

**Supporting Agencies or Organizations***Required for Financial Partners*

Name of Agency or Organization \_\_\_\_\_

Print Name and Title of Signatory \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Agency or Organization \_\_\_\_\_

Print Name and Title of Signatory \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Agency or Organization \_\_\_\_\_

Print Name and Title of Signatory \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Agency or Organization \_\_\_\_\_

Print Name and Title of Signatory \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Current Passenger Service Vehicle Inventory

Agency: \_\_\_\_\_

Inventory Date: \_\_\_\_\_

[illegible]

\* Condition of the vehicle(s) should be ranked as follows:

10 = No major problems, only routine preventative maintenance needed.

8 or 9 = Good working order, requiring only nominal or infrequent minor repairs.

5 to 7 = Requires frequent minor repairs or infrequent major repairs.

2 to 4 = Requires frequent major repairs (less than 6 months between repairs).

1 = In poor condition that continued use presents potential problems.

# Appendix A

## Glossary of Terms

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**ACCT** This acronym is often used in two ways. It can be used to describe a program designed to improve the coordination of transportation services for persons with special transportation needs, and it can be used to reference the council that has been created to oversee and promote the program.

- (1) Agency Council on Coordinated Transportation (ACCT)  
Program: the program is two-tiered. One tier addresses coordination issues at the state level and promotes coordination statewide. The second tier operates at the community level and consists of developing community coalitions to analyze local special transportation needs; develop a coordinated, special needs transportation plan; and to implement the transportation plan.
- (2) ACCT Council: comprised of nine voting members and eight nonvoting, legislative members, the Council is responsible for implementing the ACCT Program and for serving as a forum for addressing coordination issues.

**Agency Plan** A six-year plan, required by RCW 35.58.2795, that outlines the intended timetable for public transportation services, including a detailed program of revenues and expenditures for capital

equipment acquisition, system management, and operations. Commonly referred to as the transit development plan (TDP).

**Coordination** Requires the cooperative participation of two or more entities and has the following characteristics

- (1) The participating entities share responsibility for ensuring that customers can access services.
- (2) There is a single entry process for customers to use to have trips arranged and scheduled, so the customer does not have to contact different locations based on which sponsoring agency is paying/providing the trip.
- (3) A process is in place so that when decisions are made by participants on facility siting or program policy implementation, the costs of transportation and the potential effects on transportation costs on other entities or programs are considered. Affected entities are given an opportunity to influence the decision if the potential impact is negative.
- (4) Open market mechanisms give all providers an opportunity to participate and allow for cost comparisons so that purchasers can select the least expensive trip most appropriate to the customer's needs.
- (5) There is flexibility in using the available vehicles in a

- community so that the ability to transport people is not restricted by categorical claims to vehicles.
- (6) There is maximum sharing of operating facilities and administrative services, to avoid duplication of costly program elements.
  - (7) Trip sponsors and service providers have agreed on a process for allocating costs and billing when they share use of vehicles.
  - (8) Minimum standards exist for at least safety, driver training, maintenance, and technology to eliminate barriers that may prevent sponsors from using each other's vehicles or serving each other's customers.
  - (9) The resulting system of services is user friendly, meaning that the coordination of eligibility, contracting, service delivery, payment, and funding structures does not negatively affect the customer's ability to access service.

**Federal Funds** Money appropriated by the US Congress to support a variety of programs and projects.

**Federal ID Number** A unique, nine-digit number assigned to all agencies, associations, entities, and organizations by the US Treasury Department.

**FTA Section 5310** A federally funded, competitive grant program administered by WSDOT that provides capital assistance to private, nonprofit corporations, tribal governments, and selected county

governments who provide transportation services to elderly persons and/or persons with disabilities. The funding assistance is for capital purposes and consists of an 80 percent federal contribution requiring a 20 percent local match.

**FTA Section 5311** A federally funded, competitive grant program administered by WSDOT that provides funding assistance for transportation providers serving the general public in rural areas of the state. The funding assistance is available for capital and operating assistance purposes. Capital funding consists of an 80 percent federal share matched by a 20 percent local share. Operating assistance consists of a 50 percent federal contribution and a 50 percent local match.

**FTA Section 5311(f)** Federally funded, competitive grant programs administered by WSDOT to establish, preserve, and enhance rural and small urban intercity transportation services. Funding assistance is available for capital and operating assistance purposes. Capital funding consists of an 80 percent federal share matched by a 20 percent local share. Operating assistance consists of a 50 percent federal contribution and a 50 percent local match.

**General Purpose Government-Rural** Incorporated cities and towns and counties located in rural areas.

**General Purpose Government-Urban** Incorporated cities and

counties located in urban areas.

**In-Kind Contributions** The value of noncash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. To be eligible as match, the monetary value of the in-kind contributions must be documented.

**Intercity Transportation Services** Regularly scheduled transportation services available to the general public that operate across jurisdictional lines and connect rural areas and urban centers along corridors; and enhance the intermodal linkage to other modes that are part of a local and/or regional transportation system.

**Intermodal** The ability to make convenient connections between transportation modes for people and goods. Intermodal refers to operations on or through a transportation system.

**Local Funds** Money appropriated by local, general-purpose government, local municipal government as defined in RCW 35.58.272, local school districts, and by local private agencies for the purpose of supporting public transportation services.

**Local Match** Money, or in-kind contributions, provided by potential grant recipients to match requested funding from grant programs. Local match funds can come from local, state, or federal sources depending upon individual grant program

requirements.

**Local Plan** A document, including the objectives, principles, and standards used, that describes the policies and proposals initiated and approved by the board of county commissioners or the county council as the means for coordinating county programs and services; serves as a source of reference to aid in developing, correlating, and coordinating official regulations and controls; and serves as a means for promoting the general welfare. The plan will have different structures for participating Growth Management counties and nonparticipating counties.

Nonparticipating Counties: the plan will consist of a land use element and a circulation element as defined in RCW 36.70.330, and may include optional elements set forth in RCW 36.70.350.

Participating Counties: the plan will include elements addressing land use, housing, capital facilities, utilities, rural elements, and transportation as required in RCW 36.70A.070. Optional elements for the comprehensive plan are identified in RCW 36.70A.080.

**Multimodal** The availability of modal choices for people and goods. Multimodal is a system description for a total transportation network.

**Paratransit** In this context it means transportation services provided:

- (1) to individuals that have special transportation needs
- (2) by flexible forms of public transportation services that are not

operated over a fixed route, and sometimes referred to as “demand response” or “dial-a-ride”; and (3) for the purpose of increasing access to basic services such as education, medical, social and employment.

**Passenger Trip** One person making a one-way trip from origin to destination. Changing vehicles or modes while enroute to the destination constitutes another trip. A round trip equals two passenger trips.

**Persons with Special Transportation Needs** Those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

**Private for Profit** An individual or association of individuals organized for the purpose of carrying on a commercial or industrial enterprise for gain, benefit, advantage, or livelihood.

**Private Non-Profit** An agency not organized for profit but operated exclusively for the promotion of social welfare, no part of the net earnings of which benefits any private shareholder or individual. These agencies must comply with the requirements of Section 501(c)(3) or (4) of the United States Internal Revenue Code.

**Regional Transportation Plan** A plan coordinating transportation planning efforts of all member

jurisdictions, as required by all Regional Transportation Planning Organizations receiving funding for regional planning under the Regional Transportation Plan Program of the Growth Management Act.

### **Replacement Equipment**

Capital assets such as vehicles, equipment, and facilities acquired to replace similar equipment that outlasted their useful life periods as designated by FTA, or because of accidents or defects.

**Revenue Vehicle Hour** The measurement in hours that a public transportation provider operates each vehicle in fixed-route service (not including time to and from the assigned route), or makes paratransit services available for passenger service.

**Revenue Vehicle Mile** The measurement in miles that a public transportation provider operates each vehicle (not including the distance to or from the assigned route) for fixed route and paratransit services.

**Rural Area** Incorporated and unincorporated communities and unincorporated areas in a county outside of a designated urbanized area. Total population may exceed 50,000.

**Rural Mobility** State-funded, competitive grants administered by WSDOT to establish, preserve, and improve rural public transportation. Projects are awarded biennially for capital, operating, construction, and planning purposes.

**Rural Transit** A transit provider, whose administrative headquarters is located in a rural area, that operates principally in rural areas, but can operate into and returning from urban areas.

**State Funds** Money appropriated by the Washington State legislature to support a variety of programs and projects.

**Statewide Plan** The statewide, multimodal transportation plan defined by RCW 47.06.040 that consists of a state-owned facilities component, and a state-interest component and commonly titled “Washington’s Transportation Plan.”

**Tribal Government** The governing body or a governmental agency of any federally recognized Indian tribe, band, nation, or other organized group or community residing in Washington State.

**Urban Area** (Same as Urbanized Area) A geographic area of 50,000 population or more, defined by the US Bureau of the Census, with a central city and surrounding closely settled patterns. Small urban areas have populations between 50,000 and 200,000; large urban areas have populations greater than 200,000.

**Urban Transit, Large** A transit provider, whose administrative headquarters is located in a large urban area, that operates principally in a large urban area but may also operate into and returning from rural and small urban areas.

**Urban Transit, Small** A transit provider, whose administrative headquarters is located in a small urban area, that operates principally in the small urban area but may also operate into and returning from rural and large urban areas.



## Appendix B

### Washington's State and Federal Grant Program Descriptions

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#### State-funded Programs: Rural Mobility and Paratransit

##### What is the Rural Mobility Grant Program?

###### Background

The Washington State Legislature established the Rural Mobility Grant Program in 1993 with a \$1.5 million appropriation to the Washington State Department of Transportation (WSDOT). The program provides funding to establish, preserve, and improve public transportation in and between rural communities. In 2001-2003, WSDOT distributed \$3.3 million in Rural Mobility grants.

The Washington State Department of Transportation determined that the most effective method to define the program and establish criteria and procedures for distributing the funds would be to establish a committee representing a variety of rural interests.

###### Purpose

The purpose of the Rural Mobility Grant Program is to establish, preserve, and improve rural public transportation. "Rural", for purpose of this program, is defined as those geographic areas outside the urbanized area boundaries as defined by U.S. Bureau of Census (2000 Census).

###### Program Goals

The specific goals of the Rural Mobility Grant Program are to:

1. Provide seed demonstration money to local areas to help them determine if the community benefits from and there is support for general public transportation in rural areas.
2. Provide short-term funding to preserve rural public transportation where there is a demonstrated need.
3. Provide operating support for services in identified deficient intercity public transportation corridors.
4. Provide funding to enhance rural public transportation.
5. Provide funding to preserve capital investments.

## **What types of organizations are eligible to receive Rural Mobility funding?**

The following types of organizations are eligible to receive Rural Mobility Grant funds:

- Public transportation agencies
- Tribal governments
- Nonprofit organizations (operating projects only)
- Local public bodies (cities, counties, and special districts)
- Private for-profit transportation service providers (operating projects only)

## **What types of projects are eligible to receive Rural Mobility grant funds?**

Projects must serve people in rural communities. However, the grant recipient is not required to be located in a rural area.

Grants will be available for planning, vehicle and equipment purchases, construction, and operating assistance (including purchased services).

## **What projects have been successful in the past?**

Below are some examples of the types of projects that received Rural Mobility funding in the past six years.

- New operating services that provided public transportation in rural areas. These services primarily served a rural county with limited fixed route, demand response, or route deviated services.
- Existing rural public transportation services that had a temporary funding shortfall. The requesting organization showed how the funding shortfall occurred (such as the reduction or elimination of a grant or the temporary loss of a local contribution) and indicated how short-term funding enabled the transportation services to remain within the community.
- Community to community services that benefited rural residents along corridors identified as deficient in the state's Intercity Public Transportation Network.
- The purchase of new buses, and the construction of basic facilities, such as bus pullouts and shelters.

## **What projects would be eligible for Rural Mobility capital assistance?**

The following provides a more detailed list of eligible capital projects:

- Wheelchair accessible passenger service vehicles
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles
- Communications equipment (two-way radios)
- Computer hardware and data systems
- Other equipment such as bus shelters and bicycle racks
- Used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)

## **How must the equipment be used?**

All equipment purchased under this program must be used to provide passenger transportation to the general public in rural areas and for the services outlined in the application.

## **What projects would be eligible for Rural Mobility operating assistance?**

Generally, to be eligible for operating assistance, projects must serve the general public in rural areas. There are also four other requirements for eligibility:

- A single service area for project assistance may include multiple counties only if those counties have common borders.
- An open door public access policy must be maintained to the maximum extent possible.
- The assistance must be added to existing transportation resources and not displace those moneys.

# What is the Paratransit Grant Program?

## Background

In ESSB 6347, the Washington State Legislature identified programs and projects that would be implemented during the next ten years if the voters of Washington State approve new revenue for transportation purposes. At this time, the funding for the Paratransit Grant program is contingent on the passage of Referendum 51 in November 2002.

The Legislature asked the Department of Transportation to work cooperatively with the Agency Council on Coordinated Transportation (ACCT) and the Washington State Transit Association (WSTA) to establish grant application procedures and selection criteria for the Paratransit projects. The Legislative Transportation Committee was presented with the work group's proposal on June 24, 2002. With their endorsement, the Paratransit Grant program for 2003-2005 has been created.

## Definition of Paratransit

For the sole purposes of this grant program, the work group defines "paratransit projects" as those transportation services provided:

- a. to individuals that have special transportation needs;
- b. by flexible forms of public transportation services that are not operated over a fixed route, and sometimes referred to as "demand response" or "dial-a-ride"; and
- c. are for the purpose of increasing access to basic services such as education, medical, employment, and social.

Persons with special transportation needs are defined in RCW 47.06B as "those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation."

This grant program does not extend the legal responsibilities of a public transit or transportation organization beyond the current federal and state civil rights laws.

## Program Goals

The specific goals of the Paratransit Grant Program are:

- Establish, preserve and improve public transportation services for persons with special transportation needs.
- Enhance the access of persons with special transportation needs to healthcare, shopping, education, employments, public services, and social opportunities.

- Enable communities to identify, plan and address the special transportation needs of their residents.
- Encourage and facilitate the coordination of transportation resources and services.
- Ensure efficient and effective use of public transportation resources.

### **What types of organizations are eligible to receive Paratransit funds?**

The following types of organizations are eligible to receive Paratransit Grant Program funds:

- Public transportation agencies
- Tribal governments
- Nonprofit organizations (operating projects only)
- General Purpose government (cities, counties)
- Special Districts (schools, ports)
- Private for-profit transportation service providers (operating projects only)

### **What types of projects are eligible to receive Paratransit grant funds?**

- Operating assistance for providing special needs transportation services to any or all of the targeted population included in the paratransit definition
- Capital assistance for equipment that benefit individuals that need special transportation
- Matching funds for federal grants that are targeted to any or all of the specific populations included in the paratransit definition
- Project development funds which could be used to implement community coordination

### **Capital Assistance**

The following provides a more detailed list of eligible capital projects:

- Wheelchair accessible passenger service vehicles
- Refurbishment of existing vehicles
- Vehicle retrofit for wheelchair lifts
- Replacement parts for passenger service vehicles
- Communications equipment (two-way radios)
- Computer hardware and data systems, routing/scheduling/dispatching programs
- Used wheelchair accessible, passenger service vehicles (only if they are clearly identified on the application)

## **For the state grants, are there requirements for matching funds?**

There is no matching requirement for either the Rural Mobility or the Paratransit Grant program. However, projects that identify local contributions may be looked upon more favorably.

## **Can fares and donations be used as match for the state grants?**

Yes. Passenger fares and donations are eligible as match to these programs.

## **What are in-kind contributions?**

In-kind contributions are the value of non-cash charges for real property and equipment, and the value of goods and services directly benefiting and specifically identifiable to the project. To be eligible as match:

- The monetary value of the in-kind contributions must be documented.
- The method used for calculating the value must be approved by WSDOT.
- The value of the in-kind contribution must be included as a project expense.

## **Federally-funded Programs: FTA 5310, FTA 5311 and FTA 5311(f)**

### **What is the FTA 5310 Program?**

Title 49 USC § 5310(a) declares that the U.S. Secretary of Transportation may “make grants and loans to state and local governmental authorities to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities.”

### **Program Goals**

FTA has designed the 5310 Program to:

- improve mobility for the elderly and persons with disabilities, and
- to be available in urbanized, small urban, and rural areas of the state.

The 5310 Program requires coordination of federally assisted programs and services in order to make the most efficient use of Federal resources.

## **Who is eligible to receive 5310 funds?**

Only private, nonprofit corporations, selected brokers, and selected county governments may grants from the 5310 Program.

### **Private, nonprofit corporations**

Private, nonprofit corporations are any organization not organized for profit but operated exclusively for the promotion of social welfare, no part of the net earnings of which benefits any private shareholder or individual. These organizations include as members of their clientele, disabled and elderly individuals. Eligible agencies must also comply with the requirements of Section 501(c)(3) or (4) of the United States Internal Revenue Code.

### **Selected Brokers**

Selected brokers are those public bodies authorized to coordinate services for elderly persons and persons with disabilities through the state's Medical Assistance Administration's transportation program. The selected brokers are: Human Services Council, Vancouver; Northwest Regional Council, Bellingham; and the Snohomish County Human Services Department, Everett.

### **Selected Government Agencies**

Selected government agencies are those counties who are not currently served either by a public transit agency or a non-profit agency providing dial-a-ride services. Selected government agencies must conduct public hearings prior to submitting the application. Minutes from the hearing will be a required attachment. In addition, Tribal governments who have obtained 501(c)(3) status are also eligible to receive funding under this program

## **How can the 5310 funds be used?**

Capital projects may include:

- Purchase and refurbishment of wheelchair accessible passenger transportation vehicles
- Communications equipment (mobile radios, base stations, etc.)
- Purchase and installation of passenger bus shelters
- Dispatching and data systems
- Computers

Purchased services contracts can be negotiated with agencies that provide transportation services to elderly and persons with disabilities. These contracts are based on a unit rate (miles, hours, passenger trips)

## **Does the federal government require matching funds for the 5310 capital grants and purchase service contracts?**

Yes. The local share for both a capital grant and a purchase service contract is twenty percent (20%). WSDOT will permit a local share greater than twenty percent; however, this has not affected the selection of projects. The total eligible capital expenses may exceed the amount budgeted.

## **Are there restrictions on the sources of the matching funds for the capital grants?**

Yes. The federal requirements outline three restrictions:

1. the funds cannot be derived from federal sources for both capital grants and purchase service contracts
2. for capital grants, no use restrictions may be put on the equipment by that funding source, and
3. the receipt of the funds from the source cannot effect the legal ownership of the equipment

## **What passengers are eligible for 5310 services?**

The primary transportation services provided with the equipment purchased by the 5310 funds must be for elderly and/or persons with disabilities. However, project equipment may be used in coordination with other federal passenger transportation programs so long as the services provided under those programs does not displace services provided to elderly and/or disabled persons.

**Elderly persons** include all individuals aged 60 years or older.

**Disabled persons** have a **physical or mental impairment** that substantially limits one or more of their major life activities, including: caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and work; or being regarded as having such as an impairment.

**Physical or mental impairment** includes: any physiological disorder of condition, cosmetic disfigurement, or anatomical loss affecting one or more body system; any mental or psychological disorder; and certain contagious or non-contagious diseases and conditions.

A more complete definition of disability appears in 49 CFR 37.3, which carries out the provisions of the Americans with Disabilities Act with regard to transportation services.

Note: School children are eligible passengers only if they are disabled.



## What is the 5311 Program?

Title 49 USC § 5311(d) authorizes states to use funds for the provision of local public transportation service in a non-urbanized area.

### Program Goals

FTA has defined the goals of the § 5311 Program to:

- enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation
- assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas
- encourage and facilitate the most efficient use of all federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services
- assist the development and support of intercity bus transportation
- provide for the participation of private transportation providers in non-urbanized transportation to the maximum extent feasible.

The Federal Transit Administration provides funding to ensure that all Americans, including those who live in rural and small urban areas, have access to transit to meet basic mobility needs.

Section 5311 funds are provided to the states to be used for public transportation projects in areas other than urbanized areas.

### Definition of Public Transportation Services

- Public transportation is defined to mean mass transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter bus or sightseeing transportation.
- Projects using these funds may be designed to maximize use by members of the general public who are transportation-disadvantaged, including elderly persons and persons with disabilities.
- Coordinated human service transportation which primarily serves elderly persons and persons with disabilities, but which is **not restricted** from carrying other members of the public, is considered available to the general public if it is marketed as public transit service.

## **Who is eligible to receive 5311 funds?**

State agencies, local governmental agencies and their divisions, federally recognized Indian nations, non-profit organizations (operations only), and transit agencies.

The Federal government requires each state to “prepare an annual program of projects which must provide for fair and equitable distribution of funds, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources.”

## **How can the 5311 grant funds be used?**

Eligible capital assistance projects include:

- wheelchair accessible passenger transportation vehicles
- communications equipment (mobile radios, base stations, etc.)
- purchase and installation of passenger bus shelters
- durable spare vehicle components with a useful life of more than one year
- ridership and data systems
- computers
- vehicle refurbishment and/or wheelchair lift retrofits

Construction or rehabilitation of facilities such as park and ride lots, administrative offices, fueling facilities, and maintenance facilities are not eligible for funding under this program in Washington State, unless funding for the project is transferred to the §5311 program from the Surface Transportation Program (STP).

Operating grants can be used for rural public transportation expenses to include driver, administrative, and maintenance personnel wages and benefits; fuel, oil, and other vehicle maintenance supplies; vehicle insurance; drug testing; marketing expenses; and contractual costs associated with these activities.

Title 49 USC § 5311(e) further authorizes the State to use these funds for program administration and to provide technical assistance, project planning, program management and development, coordination of mass transportation programs, and research to promote effective delivery of mass transportation to non-urbanized areas.

**Does the federal government require matching funds for 5311 capital grants?**

The local share for capital assistance is twenty percent (20%) of eligible expenses. WSDOT will permit a local share greater than twenty percent.

**Are there restrictions on the sources of the matching funds for the 5311 capital grants?**

There are few restrictions on the source of the local share for the capital projects. Those restrictions include:

- The funds cannot be derived from federal sources.
- No use restrictions may be put on the equipment by that funding source.
- Receipt of the funds from the source must not affect the legal ownership of the equipment.

Projects transferred to the § 5311 Program through the Surface Transportation Program may be funded with a 13.5 percent local share. The above comments regarding the source of the local share also apply to these projects.

**Does the federal government require matching funds for 5311 operating grants?**

The local share for operating assistance is fifty percent (50%) of the net eligible expenses. Identifying gross expenses, and subtracting fares and donations calculate “Net eligible expenses”. WSDOT will permit a local share of greater than fifty percent, however this does not affect the selection of projects. Total net eligible operating expenses may exceed the amount budgeted.

**Are there restrictions on the sources of the matching funds for the 5311 operating grants?**

The source of the local share for operating grants may include federal funds from Medicaid and Area Agency on Aging that are distributed by a state social service agency.

# **What is the 5311(f) Program?**

## **Background**

Title 49 USC § 5311 (f) requires the State to expend not less than 15 percent of the annual allocation in each fiscal year to carry out a program to develop and support intercity bus transportation, unless the State certifies to the U.S. Secretary of Transportation that the intercity bus service needs of the State are being met adequately.

## **Program Goals**

The purpose of the Intercity Bus Grant Program is to establish, preserve, and enhance rural and small urban intercity transportation. The program goals include the following:

- support connections between rural and urban areas
- support operating services to meet the intercity travel needs of residents in rural and small urban areas
- support the infrastructure of the state significant intercity bus network through capital investments in facilities, vehicles, and equipment
- support the establishment, enhancement, and preservation of essential intercity bus services on deficient corridors defined by the Washington Intercity Public Transportation Network Final Report.
- support a network of intercity bus services and multimodal connections within a national system

## **Who is eligible to receive 5311(f) funds?**

The following entities are eligible to receive the Intercity Bus funds: public transportation agencies; tribal governments; nonprofit organizations; local public bodies such as cities, counties, and special districts and private, for-profit transportation service providers.

## **How can the 5311(f) grant funds be used?**

Eligible activities under the program include:

- planning and marketing for intercity bus transportation
- operating assistance for intercity and feeder services
- capital grants for construction (i.e., intercity bus shelters)
- vehicle purchase, rehabilitation, refurbishment, and wheelchair lift retrofit
- equipment purchase
- operating assistance through purchase of service agreements

New and existing intercity services must be located on deficient corridors as defined in the Washington Intercity Public Transportation Network. These services would link rural communities and urban centers along corridors provided by fixed route bus services.

Minor route deviated service along the corridor will be determined eligible on a case-by-case basis.

Feeder bus services that are fixed route, route deviated and/or demand response must connect to intercity providers on the state's Intercity Public Transportation Network.

WSDOT may purchase services for high priority intercity corridors that have been defined as deficient in the intercity report cited above. Private for-profit intercity providers may receive funding for operating under a purchased services contract.

### **Does the federal government require matching funds for 5311(f) capital grants?**

The local share for capital assistance is 20 percent of eligible expenses. WSDOT will permit a local share greater than 20 percent. However, this will not affect the selection of projects. The total eligible capital expenses may exceed the amount budgeted.

### **Are there restrictions on the sources of the matching funds for the 5311(f) capital grants?**

There are few restrictions on the source of the local share for the capital projects. Those restrictions include:

- The funds cannot be derived from federal sources.
- No use restrictions may be put on the equipment by that funding source.
- Receipt of the funds from the source must not affect the legal ownership of the equipment.

### **Does the federal government require matching funds for 5311(f) operating grants and purchased service contracts?**

The local share for operating assistance and purchased service contracts is fifty percent (50%) of the net eligible expenses. Identifying the gross expenses, and subtracting the fares and donations calculate "Net eligible expense". WSDOT will permit a local share of greater than fifty percent, however this does not affect the selection of projects. Total net eligible operating expenses may exceed the amount budgeted.

**Are there restrictions on the sources of the matching funds for the 5311(f) operating grants and purchased service contracts?**

Up to one-half of the matching funds may be in-kind contributions or non-USDOT federal support, but at least one half of the matching funds must be cash derived from state, local, or private sources, including profits from contracts. In-kind contributions must also be included as project costs and the value of the services must be documented.

For the purpose of this program, federal funds passed through state social service agencies, such as Medicaid, are not considered to be federal funds and may be used for match.

Fares and donations cannot be used for the match.

**Are there operating restrictions in the 5311(f) program?**

Generally, to be eligible for operations assistance, projects must serve the general public in rural areas. In addition,

An open door public access policy must be maintained to the maximum extent possible, and

Services are advertised to the general public.

**How does WSDOT select the 5311(f) projects?**

WSDOT will establish a project selection committee that evaluates applications and makes a recommendation to WSDOT on the distribution of funds.

The selection committee will include a representative from the Washington Motorcoach Association.

## Overall Information

### When do the applications need to be submitted?

WSDOT will have the applications and guidelines available in late July 2002. These documents can be provided in a written format or on a disc, and may also be available on the WSDOT web site. All applications, attachments and letters of support must be received by WSDOT no later than 5:00 p.m. on October 16, 2002. Anything received after that date and time will not be evaluated.

### What are the criteria for evaluating all applications?

WSDOT has established specific criteria to be used by evaluation committee members when reviewing all proposals. Committee members are advised of the criteria at the time the evaluation materials are distributed to them. The criteria consists of the following:

#### Project component

- ✓ Does the project establish, preserve or improve special needs transportation services in a community?
- ✓ Does the project address a recognized need in the community?
- ✓ Does the project reflect a community process?
- ✓ Does the project appear to be feasible as described?

#### Applicant component

- ✓ Does the applicant report sufficient experience in managing transportation project to provide assurance of success?
- ✓ Does the applicant report sufficient experience in managing previous grant awards?
- ✓ Does the applicant report sufficient financial capability and resources to implement and successfully carry out the project?
- ✓ Does the applicant report the leveraging of funds from other sources to support the implementation for the project?
- ✓ Does the applicant report a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources?

#### Performance component

- ✓ Does the project describe community benefits resulting from the grant?
- ✓ Does the project define the performance measures to be used in determining the success of the project?
- ✓ Does the project describe an active coordination effort aimed at improving efficiency and effectiveness?

## Who will rate the applications?

WSDOT will establish teams that will be responsible for ranking all the projects. The following groups and organization have been asked to serve on the 2003-2005 Grant Review Team:

- Agency Council on Coordinated Transportation
- Community Trade and Economic Development
- Washington State Transit Association
- an urban, small city and rural transit agency
- Community Transportation Association of the Northwest
- a non-profit transportation provider
- a state or regional Aging Program
- a representative from the Association of Washington Cities or Washington Association of Counties
- a representative from a MPO/RTPO
- Community Action Councils
- a person representing Tribal Government

## If you have questions about these programs, whom can you contact?

If you have any questions regarding the programs, explanations or would like assistance in preparing your application, contact:

Ginny Morin	360-705-6985	<a href="mailto:moring@wsdot.wa.gov">moring@wsdot.wa.gov</a>
Don Chartock	360-705-7928	<a href="mailto:chartod@wsdot.wa.gov">chartod@wsdot.wa.gov</a>
Barb Savary	360-705-7926	<a href="mailto:savaryb@wsdot.wa.gov">savaryb@wsdot.wa.gov</a>



## **Appendix C**

### **DRAFT Policy Statement**

Number: P XXXX.XX

Date: September 1, 2002

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Chief of Staff

### **Coordination of Special Needs Transportation**

#### **Statement of Policy:**

It is the policy of the Washington State Department of Transportation (WSDOT) to support and advocate for the coordination of special needs transportation services. WSDOT will work with other state agencies and local communities to meet legislative intent that “public transportation agencies, pupil transportation programs, private nonprofit transportation providers, and other public agencies sponsoring programs that require transportation services coordinate those transportation services.”

#### **Resources and Additional Information**

- This Policy Statement supports RCW 47.06B.
- The Public Transportation Office will have lead responsibility.

#### **Information to Carry out This Policy:**

- Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.
- Special needs coordinated transportation is transportation for persons with special transportation needs that is developed through a collaborative community process involving transportation providers; human service programs and agencies; consumers, social, educational, and health service providers; employee and business representatives; employees and employee representatives; and other affected parties.
- WSDOT Manual # \_\_\_\_\_ is available to assist in the implementation of this policy.

***Alternate Formats:*** Persons with disabilities may request this information be prepared and supplied in alternate formats by calling collect 206-389-2839. Persons with hearing impairments may call 1-800-833-6388 (Washington State Telecommunications Relay Service) and ask for 206-515-3683.

## **Coordination of Special Needs Transportation Manual Table of Contents**

Introduction

Planning

Program Policy

Siting of New Facilities

Contracting and Subcontracting

Information Management and Reporting

## **Introduction**

The Department of Transportation is responsible for a full range of programs designed to build, maintain, preserve, expand, and enhance transportation services in the state. The Department operates ferry services, contracts for passenger rail services, and provides funding to a variety of public and private, community-based organizations for the provision of public transportation services. The Department recognizes there are people in the state for whom accessing transportation to needed services is problematic due to circumstances of age, income, and/or disability. The Department further recognizes that resources are limited, and there is a need to more efficiently and effectively deliver services to people with special transportation needs. The coordination of services is one strategy to accomplish this, and the Department worked closely with the Legislature and other stakeholders to create the Agency Council on Coordinated Transportation (ACCT).

## **ACCT History**

Access to jobs, to services, to basic life activities such as shopping, recreating, and education is a fundamental need. This need transcends jurisdictional boundaries and categorical programs. The State of Washington makes significant investments in a range of programs and services designed to meet the basic needs of its citizens. Access is the key to the success of these programs and services. A mix of formal and informal transportation programs that typically operate independently of each other has historically provided access. This creates duplication and inefficiencies where resources are typically very limited.

Over the years efforts have been made to improve transportation services through a variety of strategies, including improved coordination and integration of services. Because of a variety of structural, legal, operating, funding and regulatory barriers, these efforts have only been marginally successful.

In 1998, the Legislature created the Agency Council on Coordinated Transportation (ACCT). In doing so, the Legislature declared its intent that transportation services for persons with special needs should be coordinated to increase efficiencies and to improve services. In 1999, the Legislature reinforced this intent by creating the Program for Agency Coordinated Transportation (PACT). In doing so, the Legislature created a two-tiered program and a definition for coordination.

The two-tiered program description sets out in statute state and local community roles for PACT. One state agency responsibility defined in statute is the development of consistent policies that support the coordination of transportation services for persons with special needs. This policy meets that requirement.

## What is the legislative authority for special needs coordinated transportation?

RCW 47.06B defines legislative intent and describes the Program for Agency Coordinated Transportation (PACT).

## What is ACCT?

ACCT is a council of state agencies, transportation providers, consumer advocates, and legislators with the mission to:

- Promote the coordination of special needs transportation.
- Provide a focal point for discussing issues, identifying barriers, and recommending appropriate changes.
- Propose appropriate legislative remedies.
- Report progress and issues to the Legislature.

## What is special needs coordinated transportation?

Special needs coordinated transportation is transportation for persons with special transportation needs that is developed through a collaborative community process involving transportation providers; human service programs and agencies; consumers, social, educational, and health service providers; employee and business representatives; employees and employee representatives; and other affected parties.

The transportation coordination vision is a system that:

- Serves all people with special transportation needs.
- Efficiently uses all community transportation resources.
- Is easy to access regardless of who needs the ride or who is paying for the ride.
- Is integrated and interdependent.
- Contributes to a livable community, a vital economy, and a sustainable environment.

## Who are persons with special transportation needs?

Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

## **Planning**

The Department is responsible for developing directions and strategies for transportation decision-making. The completion and update of Washington's Transportation Plan (WTP) is part of this responsibility. The WTP tracks trends, identifies needs, and proposes strategies for meeting the transportation goals of the State. It is the product of a strong partnership with Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Organizations (RTPOs), the tribes, and local jurisdictions.

Ensuring that all elements of the transportation system are accessible to all citizens is an essential function. The WTP explicitly identifies as a goal that the "Transportation system provides all citizens access to basic services." This goal is supported by the following objective to "Meet all basic transportation needs for special needs populations." The Department recognizes that improved coordination of services is an important strategy for meeting this goal.

To ensure that special needs coordinated transportation is supported as a strategy for meeting this goal, the Department will:

1. Continue to recognize special needs transportation as a priority in the WTP supported by strategies to implement the intent of RCW 47.06B.
2. Identify special needs coordinated transportation as a state emphasis area for local "Unified Planning Work Programs," when passing planning funds through to MPOs/RTPOs.

## **Program Policy**

When developing and managing new and on-going programs, policies, and services the Department shall:

1. Assess the potential impact of changes in programs, policies, and services on the transportation costs of existing and potential contractors, and on the operations and transportation costs of other transportation providers, service agencies, and stakeholders. This assessment process shall:
  - Permit the opportunity for affected transportation providers to identify impacts and costs in writing.
  - Require program managers to evaluate these costs and impacts, summarize the findings of the analysis, and justify reasons for actions taken in response to the impacts reported.
  - Require that summaries of the findings and actions be made available for review by agency executives, stakeholders, local service providers, and ACCT upon request.

1. Evaluate its programs and policies to determine if barriers to coordination exist and can be eliminated or mitigated. This evaluation shall include participation in the PACT Forum with other state agencies, and in such work groups that may be formed to address these identified barriers and issues.
2. Participate in community-based, transportation coordination coalitions to improve the coordination of special needs transportation in those communities. The purpose of this participation is to address such issues as:
  - Flexible uses of vehicles and resources
  - A single-entry process
  - A cost allocation process
  - Minimum safety standards
  - A transportation resource inventory
  - Designing a coordinated special needs transportation system

### **Siting of New Facilities**

The Department owns, leases, and rents a variety of facilities and buildings. When developing and siting new facilities that are open to, or serve, the general public, including customers with special transportation needs, the Department shall:

1. Evaluate the impact of any such newly proposed or planned facility on local transportation systems, providers and users.
2. Contact local community transportation coordination coalitions as early as possible to discuss siting plans for the new facility to determine potential costs of access to the proposed facility.
3. Provide opportunity for affected local providers to identify costs and impacts in writing.
4. Incorporate such transportation impacts into the rating and evaluation system used to select facility sites by identifying an appropriate weight value for this element of the evaluation process.
5. Provide a summary report of the analysis and selection process and make that report available for review by Department executives, stakeholders, and local transportation providers upon request.

## **Contracting and Subcontracting**

The Department frequently solicits grant applications/bids/proposals for public transportation services and resources, including services for persons with special transportation needs. To encourage the efficient and effective use of resources that are the responsibility of the Department to manage, the following strategies will be used to encourage special needs coordinated transportation:

1. As part of the application/proposal, require applicants and respondents to provide a brief history of their experience and efforts to coordinate transportation services, and to describe any planned new efforts to improve coordination.
2. Within a competitive process, give emphasis to recognize past coordination efforts and/or proposed new efforts to coordinate services in the evaluation process.
3. As part of any contract language, require the contractor to participate in local transportation coordination coalitions in their service area that are sponsored by ACCT.
4. As part of any progress reports, require the contractor to provide a description of all activities undertaken to support coordination during the reporting period.
5. As part of the contract monitoring process, include questions, and checklist items, that will assist in verifying the contractor's level of effort in support of coordination.
6. Update state management guidelines for federal grant programs to reflect and support this coordination policy.

## **Information Management and Reporting**

RCW 47.06B identifies a number of tasks and responsibilities for implementing the PACT ranging from developing performance measures to reporting costs and monitoring progress. Guidelines for these responsibilities will be developed by ACCT and shared with the Department and other state agencies. To comply with these requirements, the Department shall:

1. Work with ACCT to develop appropriate guidelines and then implement them.
2. Track reported costs of public transportation services for persons with special needs purchased through grants administered by the Department.
3. Work closely with the PACT Forum to mitigate identified coordination barriers associated with the administration and operation of Department programs.
4. The Department shall compile a biennial report summarizing its coordination efforts and submit it to ACCT. The report shall be prepared by the Public Transportation Office and shall include the following information:

- Highlight the transportation coordination activities that occurred over the preceding biennium.
- Provide an assessment of how coordination of transportation has affected service levels, costs, and quality of services.
- An assessment of the Department's level of participation in support of the PACT and in collaboration with ACCT.
- A summary of the Department's goals for supporting transportation coordination in the next biennium.



## **FTA Section 5310 – Samples**

### **Federal Transit Administration Civil Rights Assurances**

The \_\_\_\_\_ HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under 49 USC §5310, it will ensure that:

- No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- The \_\_\_\_\_ will compile, maintain, and submit in a timely manner, Title VI information required by UMTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
- The \_\_\_\_\_ will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipients.

\_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Certification of Restrictions on Lobbying

I, \_\_\_\_\_, hereby certify on behalf of  
(Name of Agency Official)

\_\_\_\_\_, that:  
(Agency's Legal Name)

- No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 31, section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## **Assurance Concerning Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Specifically, the \_\_\_\_\_ HEREBY ASSURES THAT it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, and any subsequent amendments, set forth at 49 C.F.R. Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal departments or agencies.

\_\_\_\_\_  
(Signature of Authorized Official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title of Authorized Official)

## School Transportation Agreement

- A. As required by 49 U.S.C. 5323(F) and FTA regulations, “School bus Operations,” at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:
- (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(f), and implementing regulations, and
  - (2) comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. awarded by FTA for transportation projects.
- B. The applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 DFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Bus Testing Certification Required for New Buses

As required by FTA regulations, “Bus Testing,” at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. the model of the bus will have been tested at a bus testing facility approved by FTA
- B. It will have received a copy of the test report prepared on the bus model

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

As required by U.S. DOT regulations on Government wide Debarment and suspension (Non-procurement) at

- I. The Applicant certifies to the best of its knowledge and belief, that and its principals
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forger, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification.
  - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- II. The Applicant also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to WSDOT.
- III. If the Applicant is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its Signature Page and provide a written explanation to WSDOT.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Procurement Compliance

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, “Third Party Contracting Requirements,” and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and contractor will also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification of Pre-Award and Post-Delivery of Rolling Stock Reviews Required for Each Applicant Seeking to Purchase Rolling Stock Financed with Federal Assistance from FTA**

As required by 49 U.S.C. 5323(l), and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663, in the course of purchasing revenue service rolling stock. Among other things, the Applicant will conduct or cause to be conducted the prescribed pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)



## Minority Breakdown in Service Area

The Federal Transit Administration is concerned that each state undertake sufficient efforts as required by Title VI of the Civil Rights Act of 1964 to assure that no person, on the grounds of race, color, sex, creed, or national origin, will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the benefits of any federally assisted program. Each state should make special efforts in the §5310 program to insure non discrimination in program benefits and to ensure that the state's application as a whole addresses the needs of the minority groups within the state.

To ensure conformance with Title VI a breakdown is required by each applicant as to the number of minorities that will benefit from this service.

<u>Minority Group</u>	<u>Number of Clients</u>
Black - A person having origins in any of the black racial groups of Africa.	_____
Hispanic - person of Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.	_____
Asian or Pacific Islander - A person having origins in any of the original people of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.	_____
American Indian or Alaskan Native - A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition	_____

## Assurance of Fiscal and Managerial Capability

I hereby certify that, based on my experience with the \_\_\_\_\_ and review of the organization's records, the organization has the requisite fiscal and managerial capability to carry out this project.

Signed by: \_\_\_\_\_  
(Signature of agency's Chief Financial Officer)

Title: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**Sample Letter for Acceptance of the Section 5333(b) Special Warranty  
(formerly 13c)**

*(Prepared on your agency's letter head with date)*

Ms. Valerie Rodman  
Washington State Department of Transportation  
Public Transportation Office  
P.O. Box 47387  
Olympia, Washington 98504-7387

Dear Ms. Rodman:

The (your agency's name) hereby certified that it will comply with all Federal statutes, regulations, Executive orders and administrative requirements applicable to its application made to and grants received from the Washington State Department of Transportation under 49 U.S.C. §5311.

In addition (your agency's name) hereby accepts all of the provisions of the Department of Labor's Special §5333(b) Warranty for Applications to the Small Urban and Rural Program. (Your agency's name)'s transportation employees (are not represented by any union, or, are represented by Local applicable number, union name, and location).

I also enclose a copy of (your agency's name)'s certificate issued by the Washington Utilities and Transportation Commission authorizing transportation services. **(Note: this paragraph does not apply to grantees which are governmental entities.)**

The provisions of 49 U.S.C. §5333(b), 29 CFR PART 215, and Section 1001 of Title 18, U.S.C., apply to all certifications and submissions in connection with applications made to and grants received from 49 U.S.C. §5311.

The (your agency's name) certifies or affirms the truthfulness and accuracy of the contents of the statements and understands that the provisions of 31 U.S.C. §3801 et seq. are applicable thereto.

Sincerely,

(Signature and Title of your  
agency's board Chairperson)



## Federal Transit Administration Civil Rights Assurances

The \_\_\_\_\_ HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under 49 USC §5311, it will ensure that:

- No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- The \_\_\_\_\_ will compile, maintain, and submit in a timely manner, Title VI information required by UMTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
- The \_\_\_\_\_ will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipients.

\_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Assurance Concerning Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Specifically, the \_\_\_\_\_ HEREBY ASSURES THAT it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, and any subsequent amendments, set forth at 49 C.F.R. Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal departments or agencies.

\_\_\_\_\_  
(Signature of Authorized Official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title of Authorized Official)

## Certification of Restrictions on Lobbying

I, \_\_\_\_\_, hereby certify on behalf of  
(Name of Agency Official)

\_\_\_\_\_, that:  
(Agency's Legal Name)

- No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 31, section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By: \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)



## Procurement Compliance

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, “Third Party Contracting Requirements,” and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and contractor will also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Bus Testing Certification Required for New Buses

As required by FTA regulations, “Bus Testing,” at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 DFR part 665):

- A. the model of the bus will have been tested at a bus testing facility approved by FTA
- B. It will have received a copy of the test report prepared on the bus model

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

As required by U.S. DOT regulations on Government wide Debarment and suspension (Non-procurement) at

- I. The Applicant certifies to the best of its knowledge and belief, that and its principals
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forger, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification.
  - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- II. The Applicant also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to WSDOT.
- III. If the Applicant is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its Signature Page and provide a written explanation to WSDOT.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification of Pre-Award and Post-Delivery of Reviews Required for the Acquisition of Rolling Stock Financed with Federal Assistance from FTA**

As required by 49 U.S.C. 5323(l), and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 DFR part 663, in the course of purchasing revenue service rolling stock. Among other things, the Applicant will conduct or cause to be conducted the prescribed pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Charter Service Agreement

- A. As required by 49 U.S.C. 5323(d) and FTA regulations, “Charter Service,” at 49 CFR 604.7, the Applicant agrees that it and all its recipients will:
- (1) provide charter service that uses equipment or facilities acquired with Federal assistance authorized 49 U.S.C. 5307, 5309, or 5311 or Title 23 U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 DFR 604.9 applies, and
  - (2) comply with the provisions of 49 CFR part 604 before the provide any charter service using equipment or facilities acquired with Federal assistance authorized for the above statutes.
- B. The Applicant understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## School Transportation Agreement

- A. As required by 49 U.S.C. 5323(F) and FTA regulations, “School bus Operations,” at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:
- (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(f), and implementing regulations, and
  - (2) comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. awarded by FTA for transportation projects.
- B. The applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 DFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

**Sample Letter for Acceptance of the Section 5333(b) Special  
Warranty (formerly 13c)**

*(Prepared on your agency's letter head with date)*

Ms. Valerie Rodman  
Washington State Department of Transportation  
Public Transportation Office  
P.O. Box 47387  
Olympia, Washington 98504-7387

Dear Ms. Rodman:

The (your agency's name) hereby certified that it will comply with all Federal statutes, regulations, Executive orders and administrative requirements applicable to its application made to and grants received from the Washington State Department of Transportation under 49 U.S.C. §5311.

In addition (your agency's name) hereby accepts all of the provisions of the Department of Labor's Special §5333(b) Warranty for Applications to the Small Urban and Rural Program. (Your agency's name)'s transportation employees (are not represented by any union/are represented by Local applicable number, union name, and location).

I also enclose a copy of (your agency's name)'s certificate issued by the Washington Utilities and Transportation Commission authorizing transportation services. **(Note: this paragraph does not apply to grantees which are governmental entities.)**

The provisions of 49 U.S.C. §5333(b), 29 CFR PART 215, and Section 1001 of Title 18, U.S.C., apply to all certifications and submissions in connection with applications made to and grants received from 49 U.S.C. §5311.

The (your agency's name) certifies or affirms the truthfulness and accuracy of the contents of the statements and understands that the provisions of 31 U.S.C. §3801 et seq. are applicable thereto.

Sincerely,

(Signature and title of your  
agency's board chairperson)



## Certification of Compliance

*(prepare on your agency's letterhead)*

(Date)

Barb Savary  
WSDOT  
Public Transportation and Rail Division  
P.O. Box 47387  
Olympia, Washington 98504-7387

I, \_\_\_\_\_, \_\_\_\_\_, on behalf of  
(name) (title)

\_\_\_\_\_, certify that this agency (has established and  
(agency)

implemented/will establish and implement) anti-drug and alcohol misuse prevention programs in  
accordance with the terms of 49 CFR part 653 and 654.

Sincerely,

(name)  
(title)

## Federal Transit Administration Civil Rights Assurances

The \_\_\_\_\_ HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under 49 USC §5311, it will ensure that:

- No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- The \_\_\_\_\_ will compile, maintain, and submit in a timely manner, Title VI information required by UMTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
- The \_\_\_\_\_ will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipients.

\_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Assurance Concerning Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Specifically, the \_\_\_\_\_ HEREBY ASSURES THAT it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, and any subsequent amendments, set forth at 49 C.F.R. Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal departments or agencies.

\_\_\_\_\_  
(Signature of Authorized Official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title of Authorized Official)

## Certification of Restrictions on Lobbying

I, \_\_\_\_\_, hereby certify on behalf of  
(Name of Agency Official)

\_\_\_\_\_, that:  
(Agency's Legal Name)

- No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 31, section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## Procurement Compliance

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, “Third Party Contracting Requirements,” and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and contractor will also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

As required by U.S. DOT regulations on Government wide Debarment and suspension (Non-procurement) at

- I. The Applicant certifies to the best of its knowledge and belief, that and its principals
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forger, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification.
  - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- II. The Applicant also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to WSDOT.
- III. If the Applicant is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its Signature Page and provide a written explanation to WSDOT.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## Bus Testing Certification Required for New Buses

As required by FTA regulations, “Bus Testing,” at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. the model of the bus will have been tested at a bus testing facility approved by FTA
- B. It will have received a copy of the test report prepared on the bus model

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## **Certification of Pre-Award and Post-Delivery Reviews Required for the Acquisition of Rolling Stock Financed with Federal Assistance from FTA**

As required by 49 U.S.C. 5323(l), and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663, in the course of purchasing revenue service rolling stock. Among other things, the Applicant will conduct or cause to be conducted the prescribed pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Applicant: \_\_\_\_\_  
(Agency's Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)



## Charter Service Agreement

- A. As required by 49 U.S.C. 5323(d) and FTA regulations, “Charter Service,” at 49 CFR 604.7, the Applicant agrees that it and all its recipients will:
- (1) provide charter service that uses equipment or facilities acquired with Federal assistance authorized 49 U.S.C. 5307, 5309, or 5311 or Title 23 U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies, and
  - (2) comply with the provisions of 49 CFR part 604 before the provide any charter service using equipment or facilities acquired with Federal assistance authorized for the above statutes.
- B. The Applicant understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

## School Transportation Agreement

- A. As required by 49 U.S.C. 5323(F) and FTA regulations, “School Bus Operations,” at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:
- (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(f), and implementing regulations, and
  - (2) comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. awarded by FTA for transportation projects.
- B. The applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 CFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

Applicant: \_\_\_\_\_  
(Agency’s Name)

By: \_\_\_\_\_  
(Name and title of authorized agency official)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of authorized agency official)

# Appendix E

## Sample Contracts

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### *Federal Contract – 5311 Capital Assistance*

<b>Section 5311 Equipment Assistance Agreement (Capital)</b>	<b>CONTRACTOR</b>
<b>CFDA: 20.509</b>	
<b>PROJECT COST</b> Federal Share _____ 80% Local Share _____ 20% Total Cost _____ 100%	
<b>AGREEMENT NUMBER GCA</b>	<b>Scope of Project</b>
<b>Term of Project</b>	<b>Service Area:</b>

THIS AGREEMENT, entered into by the State of Washington Department of Transportation (hereinafter referred to as “WSDOT”) and the contractor identified above (hereinafter referred to as the “Contractor”), WITNESSETH THAT:

49 U.S.C §5311 provides for funding assistance to operators of public transportation services for the specific purpose of providing transportation services meeting the needs of residents of nonurbanized areas; and

The Governor of the State of Washington, in accordance with a request by the Federal Transit Administration (hereinafter referred to as FTA), has designated WSDOT to evaluate and select projects proposed by operators of public transportation, and to coordinate the resulting funding assistance.

WSDOT and the Contractor desire to secure and utilize the funding assistance from 49 U.S.C. §5311 for the transportation needs of the residents of nonurbanized areas of the State of Washington.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree as follows:

#### **Section 1**

##### **Purpose of Agreement**

The purpose of this Agreement is to provide for Equipment to be used in the undertaking of transportation services to the residents of nonurbanized areas (hereinafter referred to as “Project”), by the Contractor and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

#### **Section 2**

##### **Scope of Project**

The Contractor shall undertake and complete the purchase of the equipment described in the space titled “Scope of Project,” above (hereinafter referred to as “Project equipment”), and operate the Project equipment within the service area described in the space titled “Scope of Project”, above, in accordance with the terms and conditions of this Agreement.

#### **Section 3**

##### **Time of Performance**

The project period of this Agreement shall begin on the date shown in “Term of Project” above and continue through the useful life of the Project Equipment. WSDOT has defined the useful life of Project equipment in its State Management Plan and its Guide for Managing Your FTA Grant. The Contractor may not unilaterally terminate the Project.

**GCA**

#### **Section 4**

##### **Contractor's Share of Project Costs**

The cost of the Project shall be in the amount indicated in the space titled "Project Cost," above, and shall be borne in the manner described therein. The Contractor agrees to expend eligible funds in an amount sufficient, together with the federal funds allocated for the Project, to assure payment of the Total Cost. The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor's Share unless there is a concurrent proportional reduction in the Federal Share. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of the Agreement will exceed or be substantially less than the amount indicated in the space titled Total Project Cost, above, the Contractor shall notify WSDOT promptly in writing to that effect. The Contractor agrees that Project costs eligible for Federal participation must comply with the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments", or OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations", whichever is appropriate.

#### **Section 5**

##### **Inspection Upon Delivery**

The Contractor shall inspect Project equipment purchased pursuant to this Agreement at the time such equipment is delivered to the Contractor. Upon receipt and acceptance of Project equipment, the Contractor agrees that it shall be conclusively presumed, as between WSDOT and the Contractor, that the Contractor has fully inspected and acknowledged that such equipment is in good condition and repair, and that the Contractor is satisfied with such equipment.

#### **Section 6**

##### **Miscellaneous Charges and Conditions**

The Contractor shall pay all storage charges, parking charges, and fines, as well as any fees (including vehicle registration license and inspection fees [safety and emission control]), and taxes which may be imposed with respect to said equipment by a duly constituted governmental authority as the result of the Contractor's use or intended use of the Project equipment. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Contractor.

#### **Section 7**

##### **Reimbursement**

- A. WSDOT, solely using FTA grant funds, shall reimburse the Contractor's allowable expenses incurred in completing the Project described in Scope of Project, above. Allowable Project expenses shall be determined by WSDOT as described in WSDOT's "Guide to Managing Your FTA Grant." In no event shall the total amount reimbursed by WSDOT hereunder exceed the federal share identified in the space titled "Project Cost," above.
- B. Payment will be made by WSDOT on an incremental reimbursable basis. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

#### **Section 8**

##### **Assignments, Subcontracts, and Leases**

Unless otherwise authorized in advance in writing by WSDOT, the Contractor shall not assign any Project equipment under this Agreement, or execute any contract, amendment, or change order thereto pertaining to the Project Equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement or lease or lend the Project equipment or any part thereof to be used by anyone not under the Contractor's supervision.

The Contractor agrees to include Sections 9 through 30 of this Agreement in each subcontract financed in whole or in part with Federal assistance provided by FTA; and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement, subject to the limitations set forth in Sections 21.B.2. and C.2. of this Agreement. It is further agreed that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the Contractor under this Agreement:

##### **Statement of Financial Assistance**

This contract is subject to a financial assistance contract between the Washington State Department of Transportation and the Federal Transit Administration.

### **Section 9 Reports and Use of Project Equipment**

A. The Contractor agrees that the Project equipment shall be used for the provision of transportation service within the area described in the space titled “Scope of Project”, above, for the equipment’s useful life. The Contractor further agrees that it will not use or permit the use of the Project equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project equipment to become subject to any lien, charge, or encumbrance. Should the Contractor unreasonably delay or fail to use the Project equipment during the useful life of that equipment, the Contractor agrees that it may be required to refund the entire amount of the Federal share expended on the Project. The Contractor shall immediately notify WSDOT when any Project equipment is withdrawn from Project use or when Project equipment is used in a manner substantially different from that identified in the “Scope of Project.” If the project equipment is permanently removed from transportation service, the Contractor agrees to immediately contact WSDOT for instructions regarding the disposal of the project equipment. The Contractor understands that the project equipment shall be used to provide passenger service levels as described below:

1. A minimum of 100 passenger service miles per vehicle per week, or
2. A minimum of 100 one way passenger trips per vehicle per week.

B. **Reports.** The Contractor shall advise WSDOT regarding the progress of the Project at such times and in such manner as WSDOT and FTA may require, including, but not limited to, interim reports. The Contractor shall keep satisfactory written records with regard to the use of Project equipment and shall submit the following reports to, and in a form and at such times prescribed by, WSDOT until the useful life of the Project equipment expires:

1. Reports shall be prepared describing the current usage of Project equipment and other data deemed relevant by WSDOT and by FTA. Those reports include, but are not limited to:
  - a) Vehicle Ridership.
  - b) Vehicle Mileage.
  - c) Service Hours.
  - d) Equipment Maintenance.
2. In the event any portion of the Project equipment is damaged and the repair of such damage will cost five hundred dollars or more, the Contractor shall notify WSDOT within seven days after the occasion of the damage, including the circumstances thereof.
3. The Contractor shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT and FTA.
4. The Contractor shall also submit to WSDOT at the beginning of each calendar year during such period, a certification that the Project equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded or reduced.

C. **Remedies for Misuse or Noncompliance.** The Contractor shall not use any Project equipment in a manner different from that described in Section 2 of this Agreement. If WSDOT determines that Project equipment has been used in a manner different from that described in Section 2, WSDOT may direct the Contractor to dispose of the Project equipment acquired by the Contractor in accordance with FTA procedures. WSDOT may also withhold Grant payments should it determine that the Contractor has failed to comply with any provision of this Agreement. If federal participation and funding is either reduced or canceled as a result of a breach by the Contractor, the Contractor is then liable for all damages from the breach, even though those damages exceed the price payable under the Agreement.

### **Section 10 Maintenance of Project Equipment**

The Contractor shall make all necessary repairs and reasonably maintain the equipment to assure it remains in good and operational condition until Disposition as that term is defined in the “Guide to Managing Your FTA Project.” All service, materials, and repairs in connection with the use and operation of the Project equipment during its useful life shall be at the Contractor’s expense. The Contractor agrees to, at a minimum, service the Project equipment and replace parts at intervals recommended in the manual provided by the manufacturer of such equipment, or sooner if needed. The Contractor shall take

the Project equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. WSDOT and FTA shall not be liable for repairs, nor shall any such repairs be charged to either entity. The Contractor shall comply with the equipment management requirements identified in 49 CFR Part 18.32(d) or 49 CFR Part 19.34(f) whichever is appropriate, the "Common Rule," which by this reference is incorporated herein; and any reference therein to "grantee" shall mean the Contractor. The Contractor shall retain records of all maintenance and parts replacement performed on the Project equipment. The Contractor shall provide copies of such records to WSDOT, upon request.

## **Section 11**

### **General Compliance Assurance**

The Contractor agrees to give reasonable guarantees that it and its subcontractors or third party contractors under this Agreement, will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, and this assurance. The Contractor agrees to comply with the provisions of 49 CFR Part 18 the "Common Rule." The Contractor agrees to comply with such instructions as WSDOT may issue to comply with the requirements of United States and Washington State law. The Contractor agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the Contractor with the provisions of this assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance. It is understood by the Contractor that this assurance obligates the Contractor and any transferee of the Contractor, or said transferee's successor(s), for the useful life of the Project equipment.

## **Section 12**

### **Purchases**

The Contractor shall make purchases of any equipment pursuant to this Agreement through procurement procedures approved in advance by WSDOT and consistent with provisions following:

- A. **Preference for United States Products and Services.** To the extent applicable, the Contractor agrees to comply with the following U.S. preference requirements:
1. **Buy America.** The Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and with implementing guidance FTA may issue.
  2. **Cargo Preference—Use of United States-Flag Vessels.** The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
  3. **Fly America.** The Contractor understands and agrees that the Federal Government will not participate in the costs of States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143. international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.
- B. **Bus Testing.** To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any revision thereto.
- C. **Pre-Award and Post-Delivery Requirements.** The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
- D. **Geographic Restrictions.** The Contractor agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute or as permitted by FTA.
- E. **Government Orders.** In case any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the Contractor shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

## **Section 13**

### **Charter Service Operations**

The Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which state that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## **Section 14**

### **School Bus Operations**

The Contractor agrees to comply with 69 U.S.C. 5323(f) and 49 CFR Part 605, which state that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **Section 15**

### **Incorporation of Federal Terms**

- A. **Purchasing.** This Agreement's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in this Agreement's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1D, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request which would cause WSDOT to be in violation of any FTA term or condition.
- B. **Federal Changes.** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including but not limited to those listed directly or by reference in this Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

## **Section 16**

### **No Obligation by the Federal Government**

- A. WSDOT and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- B. No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.
- C. No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 17**

### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 18**

### **Ethics**

- A. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal assistance. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor or subrecipient. The Contractor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Contractor's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by State or local



law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents.

1. **Personal Conflict of Interest.** The Contractor's code or standards shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:
  - a. The employee, officer, board member, or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization that employs, or is about to employ, any of the above.
2. **Organizational Conflict of Interest.** The Contractor's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.
- B. **Debarment and Suspension.** The Contractor agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- C. **Bonus or Commission.** The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for Federal financial assistance for this Project.

**Relationships with Employees and Officers of WSDOT.** The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Contractor rent or purchase any equipment and materials from any employee or officer of WSDOT.

E. **Employment of Former WSDOT Employees.** The Contractor hereby warrants that it shall not engage on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

F. **Restrictions on Lobbying.** The Contractor agrees to:

1. Refrain from using Federal assistance funds to support lobbying; and
2. Comply, and assure compliance by each subcontractor at any tier and each subrecipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352; and
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

G. **Employee Political Activity.** To the extent applicable, the Contractor agrees to comply with the provisions of the "Hatch Act," 5 U.S.C. §§ 1501 through 1508, 7424 - 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the "Hatch Act" does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

H. **False or Fraudulent Statements or Claims.** The Contractor acknowledges and agrees that:

1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

## **Section 19 Civil Rights**

The Contractor shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:

A. **Nondiscrimination in Federal Transit Programs.** The Contractor agrees to comply, and assures compliance by each third party contractor at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity;

B. **Nondiscrimination--Title VI of the Civil Rights Act.** The Contractor agrees to comply, and assure compliance by each third party contractor at any tier, with all requirements prohibiting discrimination on the basis of race, color, or national origin, Pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue;

C. **Equal Employment Opportunity.** The Contractor agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. §5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following:

1. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall also comply with any implementing requirements FTA may issue.

2. If the Contractor is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the Contractor to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect the Contractor's eligibility to obtain future Federal financial assistance for transportation projects.

D. **Nondiscrimination on the Basis of Sex.** The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1680 et seq.; with U.S. DOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal financial Assistance, 49 C.F.R. Part 25; and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

E. **Nondiscrimination on the basis of Age.** The Contractor agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.

F. **Disabilities-Employment.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

G. **Disabilities-Access.** The Contractor agrees to comply with the requirements of 49 U.S.C. §5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local

Government Services,” 28 C.F.R. Part 35; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and Any other nondiscrimination statute(s) that may apply to the Project.

**H. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections.** The Contractor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, as amended; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, as amended; and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§290dd-3, and any subsequent amendments to these acts.

**I. Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000.

**J. Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

## **Section 20**

### **Participation of Disadvantaged Business Enterprises**

The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26; and

B. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Contractor’s DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

## **Section 21**

### **Energy Conservation and Environmental Requirements**

A. **Energy Conservation.** The Contractor shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq., and any amendments thereto.

B. **Clean Water.** In the event that the federal share, identified in “Project Cost” of this Agreement exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to WSDOT and understands and agrees that the WSDOT, in turn, shall report each violation, as required, to the FTA and to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract that exceeds \$100,000 and is financed in whole or in part with Federal assistance provided by FTA.

C. **Clean Air.** In the event that the federal share, identified in “Project Cost” of this Agreement exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq

1. The Contractor agrees to report each violation to WSDOT and understands and agrees that the WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Section 22**

### **Accounting Records**

- A. Project Accounts.** The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable Federal regulations and other requirements that FTA may impose. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Funds Received or Made Available for the Project.** The Contractor agrees to deposit in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of the Grant Agreement or Cooperative Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.
- C. Documentation of Project Costs and Program Income.** The Contractor agrees to support all costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project, except certain income determined by FTA to be exempt from the general Federal program income requirements.
- D. Checks, Orders, and Vouchers.** The Contractor agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

## **Section 23**

### **Audits, Inspection, and Retention of Records**

- A. Submission of Proceedings, Contracts, and Other Documents.** During the course of the Project and for three years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 19. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned three-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- B. General Audit Requirements.** The Contractor agrees to comply with the audit requirements of 49 C.F.R. § 19.26, and OMB Circular A-133, and any revision or supplement thereto. The Contractor agrees to obtain any other audits required by WSDOT. Project closeout will not alter the Contractor's audit responsibilities.
- C. Inspection.** The Contractor agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

## **Section 24**

### **Labor Provisions**

- A. Contract Work Hours and Safety Standards Act.** The Contractor shall comply with, and shall require the compliance by each subcontractor any tier with, any applicable employee protection requirements for nonconstruction employees as defined by section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§327 - 332, and

U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” at 29 C.F.R. Part 5.

- B. **Fair Labor Standards Act.** The Contractor agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§206 and 207, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The Contractor shall comply with the Fair Labor Standards Act’s minimum wage and overtime requirements for employees performing work in connection with the Project.
- C. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- D. **Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- E. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.
- F. **Withholding for unpaid wages and liquidated damages** - The Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- G. **Transit Employee Protective Agreement.** Contractor shall carry out the Project in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees of agencies receiving funds derived from 49 U.S.C. §5311 and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

## Section 25

### Planning and Private Enterprise

**FTA Requirements.** The Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §§ 5303 through 5306, and 5323(a)(1); and joint Federal Highway Administration (FHWA)/FTA regulations, “Planning Assistance and Standards,” 23 C.F.R. Part 450 and 49 C.F.R. Part 613; and, when promulgated, with FHWA/FTA regulations, “Metropolitan and Statewide Planning,” 23 C.F.R. Part 1410 and 49 C.F.R. Part 621.

## **Section 26**

### **Substance Abuse**

A. **Drug and Alcohol Abuse** - The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to submit annually the Management Information System (MIS) reports to WSDOT by February 28<sup>th</sup> each year for the useful life of the Project Equipment.

B. **Privacy Act** - The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

## **Section 27**

### **Liens on Equipment**

WSDOT shall hold legal title to all vehicles the Contractor acquires or file a lien against any equipment the Contractor modifies using the Federal Share identified in the “Project Cost” of this Agreement. The legal title or lien shall cover 80 percent of the disposable value of the Project equipment and may be satisfied only by proper disposal of the Project equipment in a manner determined by WSDOT.

## **Section 28**

### **Loss or Damage to Project Equipment**

- A. The Contractor, at its own expense, shall cover any loss, theft, damage, or destruction of the Project equipment using either of the following methods:
1. The Contractor shall maintain Comprehensive and Collision insurance adequate to cover the value of the Project equipment; the Contractor shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT; or
  2. The Contractor shall provide a written certificate of self insurance to WSDOT. The Contractor will cover from its own resources the costs of repairing or replacing any Project equipment, if it is stolen, damaged, or destroyed in any manner.
- B. If the damage to the Project equipment does not result in a total loss, payments for damage shall be paid directly to the Contractor. The Contractor shall, within 30 days, either:
1. Devote all of the insurance proceeds received to repair the Project equipment and place it back in service, and the Contractor shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
  2. In the event the Contractor certified to self insurance, devote all funds necessary to repair the Project equipment and place it back into service.
- C. If the Project equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The Contractor shall within 60 days of loss, theft, or damage, notify WSDOT that it either:
1. Intends to replace the lost Project equipment; or
  2. Does not intend to replace the lost Project equipment.
- D. If WSDOT determines that the total loss occurred under circumstances in which the Contractor fulfilled its obligations under this Agreement, WSDOT will either pay or rebate to the Contractor its proportionate share of such proceeds received, or take such other action with respect to such proceeds as FTA shall allow.

## **Section 29**

### **State, Territorial, and Local Law**

Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violate State, territorial, or local law, or would require the Contractor to violate State, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

### **Section 30 Limitation of Liability**

The Contractor shall indemnify and hold WSDOT, its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature (hereafter "claims") brought against WSDOT arising out of or incident to the execution, performance, or failure to perform of or under this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Contractor, its agents, employees, and/or officers and (b) WSDOT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, and/or officers; and provided further that nothing herein shall require the Contractor to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers.

**Section 31**  
**Changed Conditions Affecting Performance**

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

**Section 32**  
**Agreement Modifications**

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

**Section 33**  
**Termination**

B. WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest or convenience for reasons including, but not limited to, the following:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise;
2. The FTA declares its agreement with WSDOT for this Project null or void, or for any other reason seeks a refund or return of the moneys it has provided to WSDOT for this Project. In this instance, the Contractor shall return all moneys reimbursed to it by WSDOT within sixty (60) days of its receipt of a certified letter to this effect from WSDOT;
3. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
4. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
5. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor.

In the case of a termination for the best interests or convenience of WSDOT, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

C. **Termination for Default.** If the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of WSDOT, and which under the procedures of this Agreement would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this Agreement, provisions identified in WSDOT's "Guide to Managing Your FTA Project," United States of America laws, Washington state laws, or local governmental laws under which the Contractor operates;
3. Abuses or misuses the equipment, including, but not limited to:
  - a. Failure to maintain a vehicle according to the manufacturer's standards,
  - b. Failure to repair damages or replace defective or broken parts in a timely manner, or
  - c. Failure to take any action which could affect the ability of the Project equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
4. Fails to perform in the manner called for in this Agreement or fails to comply with, or is in violation of, any provision of this Agreement then WSDOT may terminate this contract for default. Termination by default hereunder shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is



permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default WSDOT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **Section 34** **Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the Contractor constitute or be construed as a waiver by WSDOT of any Contractor breach, or default which and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

#### **Section 35** **WSDOT Advice**

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. Although Contractor is encouraged to seek the advice of WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the Contractor for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the Contractor.

#### **Section 36** **Subrogation**

- A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to the equipment or other property in which WSDOT has a financial interest.
- B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.
- C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project equipment. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

#### **Section 37** **Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

#### **Section 38** **Disputes**

- A. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WSDOT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person, property, or right because of any act or omission of the other party or any of that party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

- D. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the WSDOT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or otherwise in a the Superior Court of the State of Washington, situate at Thurston County.
- E. **Rights and Remedies.** All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Section 39**

#### **Venue and Process**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this agreement under Contractor.

### **Section 40**

#### **Independent Contractor**

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

### **Section 41**

#### **Section Headings**

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

### **Section 42**

#### **Execution and Acceptance**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

### **Section 43**

#### **Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

### **Section 44**

#### **Affect of Invalidity of Any Provision Hereof**

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

### **Section 45**

#### **Execution**

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

By: \_\_\_\_\_  
JAMES H. SLAKEY  
Director, Public Transportation and Rail Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Assistant Attorney General  
Counsel to the Public Transportation and Rail Division

Date: \_\_\_\_\_

*1:PTI*

## State Contract – Rural Mobility

<b>Washington State Rural Mobility Grant Program Assistance Agreement</b>  <b>Project Cost</b> State Share                      % Contractor Share                % Total Project Cost \$             100%	<b>Contractor</b>
<b>Agreement Number</b>	<b>Scope of Project</b>
<b>Term of Project</b>	<b>Service Area</b>

THIS AGREEMENT is entered into by the Washington State Department of Transportation (hereinafter referred to as "WSDOT") and the legal entity as shown above (hereinafter referred to as the "Contractor"). WITNESSETH THAT:

WHEREAS, the Rural Mobility Grant Program, funded by appropriations to WSDOT for the 2001-2003 biennium provides funding assistance to rural communities for the purpose of increasing and improving access that links people in rural communities to basic services;

WHEREAS, WSDOT has selected the Contractor's Project as one best meeting the purpose of the Rural Mobility Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree as follows:

## Section 1

## Purpose of Agreement

The purpose of this Agreement is to provide funding for programs and projects designed to enhance access of people in rural areas to basic services and to establish the terms, conditions, and mutual understandings of the parties as to the manner in which the Project referenced above in "Scope of Project" will be completed.

## Section 2

## Scope of Project

The Contractor shall undertake and complete the Project as described in the space entitled "Scope of Project" located above in the heading of this Agreement.

### Section 3

### Time of Performance

The Contractor shall complete the project within the time period as described in the space entitled "Term of Project" located above in the heading of this Agreement. All costs to be charged against the Agreement must be incurred within that time period. WSDOT shall make no payments for costs incurred prior to the commencement date of this Agreement.

## Section 4

### Contractor's Share of Project Costs

The cost of the Project shall be in the amount indicated in the space entitled "Project Cost," located above in the heading of this Agreement, and shall be apportioned in the manner described therein. The Contractor agrees to expend eligible funds, together with the state funds allocated for the Project, in an amount sufficient to assure payment of the "Total Project Cost". The Contractor further agrees that there shall be no reduction in the amount specified as the Contractor's Share unless there

is a concurrent proportional reduction in the State Share. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of the Agreement will exceed or be substantially less than the amount indicated in the space titled Total Project Cost, above, the Contractor shall notify WSDOT promptly in writing to that effect.

## **Section 5**

### **Inspection Upon Delivery**

The Contractor shall inspect Project Equipment purchased pursuant to this Agreement at the time the Project Equipment is delivered to the Contractor. Upon receipt and acceptance of Project Equipment, the Contractor agrees that it shall be conclusively presumed, as between WSDOT and the Contractor, that the Contractor has fully inspected and acknowledged that such equipment is in good condition and repair, and that the Contractor is satisfied with such equipment.

## **Section 6**

### **Miscellaneous Charges and Conditions**

The Contractor shall pay all storage charges, parking charges, and fines, as well as any fees (including vehicle registration license and inspection fees), and taxes that may be imposed with respect to the Project Equipment by a duly constituted governmental authority as the result of the Contractor's use or intended use of the Project Equipment. All replacements, repairs, or substitutions of some or all of the Project Equipment, or parts thereof, shall be at the cost and expense of the Contractor.

## **Section 7**

### **Reimbursement**

- A. WSDOT will reimburse the Contractor, at the pro rata rate specified for the "State Share", as described in the space entitled "Project Cost" located above in the heading of this Agreement, for the Contractor's actual and eligible Project Costs, as those eligible expenses are defined in the *Applicant's Guide to the Rural Mobility Grant Program*.
- B. Payment will be made by WSDOT on incremental reimbursable basis. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a verifiable record of the actual Project Costs.
- C. The Contractor's final payment request must be received by WSDOT by July 15, 2003, within 30 days of the completion of the Project, or within 30 days of the termination of this Agreement, whichever is sooner. Any payment request received after July 15, 2003 will not be eligible for reimbursement.

## **Section 8**

### **Assignments, Subcontracts, and Leases**

Unless otherwise authorized in advance in writing by WSDOT, the Contractor shall not:

- 1. Assign any Project equipment under this Agreement;
- 2. Execute any contract, amendment, or change order thereto;
- 3. Obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement; or
- 4. Lease or lend the Project equipment or any part thereof for the use by anyone not under the Contractor's supervision.

The Contractor agrees to include Sections 10 through 17 of this Agreement in all subcontracts or other contractual engagements incidental to this Agreement whether or not the Contractor is required to obtain WSDOT approval pursuant to the requirements of this Section.

## **Section 9**

### **Reports, and Use of Project Equipment**

- A. **Use of Equipment.** The Contractor agrees that, for the duration of its useful life, the Project Equipment shall be used to provide transportation service within the area as described in the space entitled "Scope of Project" located above in the heading of this Agreement. The Contractor further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, nor shall the Contractor allow the Project Equipment to become subject to any lien, charge, or encumbrance. The Contractor shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in the space entitled "Scope of Project" located above in the heading of this

Agreement. If the Project Equipment is permanently removed from transportation service, the Contractor agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment.

**B. Reports.**

1. **Equipment Project Components.** The Contractor shall keep satisfactory written records with regard to the acquisition and use of Project Equipment and throughout the useful life of the Project Equipment shall periodically, as prescribed by WSDOT, submit reports describing the current usage of the Project Equipment and any other information or data deemed relevant by WSDOT. At the very least those reports shall be submitted semiannually in a form and with content required by WSDOT. At the very least, any such report shall be delivered to WSDOT by the Contractor not later than the 15<sup>th</sup> day of each month following the end of each six month period.

2. **Other Project Components.** The Contractor shall keep satisfactory written records with regard to all project components that do not directly relate to the acquisition or use of Project Equipment and throughout the term of this Agreement shall periodically, as prescribed by WSDOT, submit reports describing the those Project activities and any other information or data deemed relevant by WSDOT. At the very least those reports shall be submitted semiannually in a form and with content required by WSDOT. At the very least, any such report shall be delivered to WSDOT by the Contractor not later than the 15<sup>th</sup> day of each month following the end of each six-month period.

C. **Remedies for Misuse of Equipment or Noncompliance with Agreement Obligations.** The Contractor shall not use any Project Equipment in a manner different from that described in Section 2 of this Agreement. If WSDOT determines that Project Equipment has been used in a manner different from that described in Section 2, WSDOT may direct the Contractor to dispose of the Project Equipment acquired by the Contractor in accordance with WSDOT procedures. WSDOT may also withhold Grant payments should it determine that the Contractor has failed to comply with any provision of this Agreement. Should the Contractor, in the opinion of WSDOT, unreasonably delay or fail to use the Project Equipment during the useful life of that equipment, WSDOT shall have the right to require the Contractor to refund some, or all, of the "State Share" expended on the Project. If state participation and funding is either reduced or canceled as a result of a breach by the Contractor, the Contractor is then liable for all damages from the breach, even though those damages exceed the price payable under the Agreement.

## **Section 10**

### **Maintenance of Project Equipment**

The Contractor shall make all necessary repairs and reasonably maintain the equipment to assure it remains in good and operational condition until the Project Completion Date. In the event this Agreement includes the purchase of equipment, the completion date is deemed to be the date that WSDOT releases its interest in all Project Equipment. In the event any portion of the Project Equipment is damaged and the repair of such damage will cost five hundred dollars or more, the Contractor shall notify WSDOT within seven days after the occasion of the damage, including the circumstances thereof. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the Contractor's expense. The Contractor agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of such equipment, or sooner if needed. The Contractor shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs, nor shall any such repairs be charged to either entity. The Contractor shall retain records of all maintenance and parts replacement performed on the Project Equipment. The Contractor shall provide copies of such records to WSDOT, upon request.

## **Section 11**

### **No Obligation by the State Governments and its Agents**

D. No contract between the Contractor and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Contractor hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

E. No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 12**

### **Ethics**

The Contractor must fully comply with all the requirements and obligations of Chapter 42.52 RCW which governs ethics in state government, including, without limitation:

- A. RCW 42.52.080 which prohibits former state officers or employees, under certain conditions, from accepting post-state employment or assisting in transactions involving the state. Therefore, the Contractor shall not hire, offer employment to, or accept assistance related to the Project from any former officer or employee of WSDOT who participated in the negotiation or administration of this Agreement, without first obtaining written approval from WSDOT; and
- B. All laws, individually and collectively, that provide that the Contractor shall not give, pay, loan, transfer, or deliver, indirectly or directly, to any other person anything of economic value believing or having reason to believe that there exists circumstances making the receipt thereof a violation of RCW 42.52.040, 42.52.110, 42.52.140, or 42.52.150.

### **Section 13**

#### **Compliance with Laws and Regulations**

The Contractor agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. The Contractor will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

### **Section 14**

#### **Accounting Records**

The Contractor agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and indirect Project costs claimed to have been incurred in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account". All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in proper detail the nature and propriety of the charges.

### **Section 15**

#### **Audits, Inspections, and Retention of Records**

D. **Retention of Documents and Project Records.** During the course of the Project and for three years after the Completion Date for the Project, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. In the event this Agreement includes the purchase of equipment, the completion date is deemed to be the date that WSDOT releases its interest in all Project Equipment. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, prior to the Completion Date, or during the aforementioned three-year period thereafter, then the Contractors obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

E. **Inspection.** The Contractor agrees to permit WSDOT, The State Auditor, and any of their representatives to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. The Contractor agrees to require each third party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

### **Section 16**

#### **Legal Ownership of Project Equipment**

- A. **Non Vehicular Equipment.** In the event the Project includes the purchase of non-vehicular equipment, WSDOT shall retain legal ownership of the equipment for three years, beginning on the date the equipment is received by the Contractor.
- B. **Vehicular Equipment.** In the event the Project includes the purchase of vehicular equipment, the Contractor shall license the vehicle(s) with WSDOT identified as "Legal Owner". WSDOT shall retain title to all vehicles purchased under this Agreement for a minimum of four years and a maximum of 10 years, as determined by WSDOT, from the date the vehicle is accepted by the Contractor.

### **Section 17**

### **Loss or Damage to Project Equipment**

- A. The Contractor, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:
1. The Contractor shall maintain Comprehensive and Collision insurance adequate to cover the value of the Project Equipment. The Contractor shall supply a copy of the Certificate of Insurance confirming that coverage to WSDOT; or
  2. The Contractor shall provide a written certificate of self-insurance to WSDOT. The Contractor will cover, from its own resources, the costs of repairing or replacing any Project Equipment that is stolen, lost damaged, or destroyed in any manner.
- B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the Contractor. The Contractor shall, within 30 days, either:
1. Devote all of the insurance proceeds received to repair the Project Equipment and place it back in service; and the Contractor shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
  2. In the event the Contractor certified to self-insurance, it shall devote all funds necessary to repair the Project Equipment and place it back into service.
- C. If the Project Equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The Contractor shall within 60 days of loss, theft, or damage, notify WSDOT that it either:
1. Intends to replace the lost Project Equipment; or
  2. Does not intend to replace the lost Project Equipment.
- D. If WSDOT determines that the total loss occurred under circumstances in which the Contractor fulfilled its obligations under this Agreement, WSDOT will either pay or rebate to the Contractor its proportionate share of such proceeds received.

### **Section 18**

#### **State, Territorial, and Local Law**

Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of this Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of this Agreement violate State, territorial, or local law, or would require the Contractor to violate State, territorial, or local law, the Contractor agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

### **Section 19**

#### **Limitation of Liability**

The Contractor shall indemnify and hold WSDOT, its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature (hereafter "claims") brought against WSDOT arising out of or incident to the execution, performance, or failure to perform of or under this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Contractor, its agents, employees, and/or officers and (b) WSDOT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, and/or officers; and provided further that nothing herein shall require the Contractor to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers.

### **Section 20**

#### **Changed Conditions Affecting Performance**

The Contractor hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, that may affect its ability to perform the Project in accordance with the provisions of this Agreement.

### **Section 21**

#### **Agreement Modifications**

Either party may request changes in these provisions. Any changes to the provisions of this Agreement must be mutually agreed upon and incorporated in to this Agreement by written amendment. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

### **Section 22**

#### **Termination**



**A. Termination for Convenience.** WSDOT may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest or convenience for reasons including, but not limited to, the following:

1. The requisite State funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor.

In the case of a termination for the best interests or convenience of WSDOT, the Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination in an amount that cannot exceed WSDOT's "State Share" of Project Costs, as described in the space entitled "Project Costs" located in the heading of this Agreement. The Contractor shall promptly submit its termination claim to WSDOT. If the Contractor has any property in its possession belonging to WSDOT, the Contractor will account for the same, and dispose of it in the manner WSDOT directs.

**D. Termination for Default.** WSDOT may suspend or terminate this Agreement, in whole or in part, for default at any time by written notice to the Contractor if the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of WSDOT, and which under the procedures of this Agreement would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this Agreement, Washington state laws, or local governmental laws under which the Contractor operates;
3. Abuses or misuses the equipment, including, but not limited to:
  - d. Failure to maintain a vehicle according to the manufacturer's standards,
  - e. Failure to repair damages or replace defective or broken parts in a timely manner, or
  - f. Failure to take any action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
4. Fails to perform in the manner called for in this Agreement, or fails to comply with, or is in violation of, any provision of this Agreement.

Termination by default hereunder shall be effected by service of a notice of termination upon the Contractor that generally sets forth the elements of the Contractor's default. If it is later determined by WSDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then WSDOT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to WSDOT's satisfaction the breach or default to any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor or written notice from WSDOT setting forth the nature of said breach or default WSDOT shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that WSDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

## **Section 23**

### **Lack of Waiver**

In no event shall any WSDOT accommodation to the Contractor, such as payment of grant funds, granting a time extension, or otherwise, constitute or be construed as a waiver by WSDOT of any Contractor breach or default and any such

accommodation to the Contractor shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

#### **Section 24** **WSDOT Advice**

The Contractor bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. Although the Contractor is encouraged to seek the advice of WSDOT on problems that may arise during the administration of the Agreement, the offering of advice by WSDOT shall not shift any of the Contractor's responsibilities for the proper administration and success of the Project to WSDOT or any other person or entity, and WSDOT shall not be held liable for the content of, or the proffer of, advice to the Contractor.

#### **Section 25** **Subrogation**

A. **Prior to Subrogation.** WSDOT may require the Contractor to take such action as may be necessary or appropriate to preserve the Contractor's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the Contractor to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the Contractor shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The Contractor shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the Contractor shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The Contractor shall attend hearings and trials, assist in securing and giving evidence, and obtain the attendance of witnesses.

#### **Section 26** **Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver, or preclude the exercise, of any right or remedy.

#### **Section 27** **Disputes**

F. **Disputes.** The authorized representative of WSDOT shall decide disputes arising in the performance of any obligation under this Agreement that is not otherwise resolved, in writing, by the parties. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor delivers a written appeal to the authorized representative of WSDOT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of WSDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

G. **Performance During Dispute.** Unless otherwise directed by WSDOT, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

H. **Claims for Damages.** Should either party to this Agreement suffer injury or damage to person, property, or right because of any act or omission of the other party or of any employees, agents or others for whose acts the other party is legally responsible, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

I. **Remedies.** Unless this Agreement provides otherwise, all claims, counterclaims, disputes or other matters in question between the WSDOT and the Contractor arising out of or relating to this Agreement or its breach will be submitted to binding arbitration upon the mutual agreement of the parties, or otherwise by the Superior Court of the State of Washington, situated at Thurston County.

J. **Rights and Remedies.** All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the parties hereto. No action or failure to act by WSDOT or by the Contractor shall constitute a waiver of any right or duty afforded to either of those parties under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach of this Agreement, except as may be specifically agreed upon by the parties in writing.

#### **Section 28**

### **Venue and Process**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The Contractor hereby accepts the issuing and service of process by registered mail at the mailing address shown in the heading of this Agreement under Contractor.

### **Section 29**

#### **Independent Contractor**

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

### **Section 30**

#### **Section Headings**

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

### **Section 31**

#### **Execution and Acceptance**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

### **Section 32**

#### **Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

### **Section 33**

#### **Affect of Invalidity of Any Provision Hereof**

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

### **Section 34**

#### **Execution**

This Agreement is executed by the Director, Public Transportation and Rail Division, State of Washington, Department of Transportation (WSDOT) or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation (WSDOT), in the capacity as Director, Public Transportation and Rail Division, or as a designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

By: \_\_\_\_\_

JAMES H. SLAKEY  
Director, Public Transportation and Rail Division

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_

Assistant Attorney General

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

# Appendix F

## Transit Agencies and Contacts

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### **Ben Franklin Transit**

100 Columbia Park Trail  
Richland, WA 99352-4764  
(509) 735- 4131 or 1-888-596-9615  
Fax (509) 735-1800  
Internet Homepage: <http://www.bft.org>

General Manager	Timothy J. Fredrickson
(509) 734-5118	<a href="mailto:timjfred@bft.org">timjfred@bft.org</a>

### **Clallam Transit System**

830 West Lauridsen Boulevard  
Port Angeles, WA 98363-2300  
(360) 452-4511  
Fax (360) 452-1316  
Email: [Info@clallamtransit.com](mailto:Info@clallamtransit.com)  
Internet Homepage: <http://www.clallamtransit.com>

General Manager	Dan DiGuilio
(360) 452-1315	<a href="mailto:dandig@olypen.com">dandig@olypen.com</a>

### **Community Transit**

7100 Hardeson Road  
Everett, WA 98203-5834  
(425) 348-7100 or 1-800-562-1375  
Fax (425) 348-2319  
Internet Homepage: <http://www.commtrans.org>

Executive Director	Joyce F. Olson
(425) 348-7102	<a href="mailto:joyce.olson@commtrans.org">joyce.olson@commtrans.org</a>

**C-TRAN**

P.O. Box 2529  
Vancouver, WA 98668-2529  
(360) 696-4494  
Fax (360) 696-4494  
Internet Homepage: <http://www.c-tran.com/>

Location:  
2524 NE 65<sup>th</sup> Avenue  
Vancouver, WA

Executive Director      Lynn Griffith  
(360) 696-4494      [lynneg@c-tran.org](mailto:lynneg@c-tran.org)

**Community Urban Bus Service (CUBS)**

(Cowlitz Transportation Authority)

City of Longview  
P.O. Box 128  
Longview, WA 98632-0128  
(360) 577-3399  
Fax (360) 577-4001  
Internet Homepage: <http://www.ci.longview.wa.us>

Location:  
254 Oregon Way  
Longview, WA

Street & Transit Superintendent      Steve Harris  
(360) 577-3371      [steve.harris@ci.longview.wa.us](mailto:steve.harris@ci.longview.wa.us)

**Everett Transit**

3225 Cedar Street  
Everett, WA 98201-4515  
(425) 257-8803  
Fax (425) 257-8945  
Internet Homepage: <http://www.ci.everett.wa.us>

Transportation Services Director      Ken Housden  
(425) 257-8806      [khousden@ci.everett.wa.us](mailto:khousden@ci.everett.wa.us)

**Garfield County Transportation**

P.O. Box 23  
Pomeroy, WA 99347-0023  
(509) 843-3563  
Fax (509) 843-3763

Location:  
695 Main Street  
Pomeroy, WA

Transportation Coordinator      Jan Zorb  
(509) 843-3563      [jzorb@co.garfield.wa.us](mailto:jzorb@co.garfield.wa.us)

**Grant Transit Authority**

P.O. Box 10  
Ephrata, WA 98823-0010  
(509) 754-1075 or 1-888-482-2877  
Fax (509) 754-1170  
Internet Homepage: <http://www.gta-ride.com>

Location:  
32 C Street NW,  
Room 340A  
Ephrata, WA

Interim Transit Manager    John Escure  
(509) 754-1075                [gta@gta-ride.com](mailto:gta@gta-ride.com)

**Grays Harbor Transportation Authority**

705 30<sup>th</sup> Street  
Hoquiam, WA 98550-4237  
(360) 532-2770  
Fax (360) 532-2784  
Internet Homepage: <http://www.ghcog.org/tranpage.htm>

Manager                                Dave Rostedt  
(360) 532-2770                        [ghtransit@techline.com](mailto:ghtransit@techline.com)

**Intercity Transit**

P.O. Box 659  
Olympia, WA 98507-0659  
(360) 786-8585 or 1-800-BUSMEIT (287-6348)  
Fax (360) 357-6184  
Internet Homepage: <http://www.intercitytransit.com>

Location:  
526 Pattison SE  
Olympia, WA

General Manager                      Mike Harbour  
(360) 705-5855                        [mharbour@intercitytransit.com](mailto:mharbour@intercitytransit.com)

**Island Transit**

P.O. Box 1735  
Coupeville, WA 98239-1735  
(360) 678-7771 or (360) 321-6688  
Fax (360) 678-4353  
Internet Homepage: <http://www.islandtransit.org/>

Location:  
19758 State Route 20  
Coupeville, WA 98239-9656

Executive Director                    Martha Rose  
(360) 678-7771                        [rose@islandtransit.org](mailto:rose@islandtransit.org)

**Jefferson Transit Authority**

1615 West Sims Way  
Port Townsend, WA 98368-3090  
(360) 385-4777  
Fax (360) 385-2321  
Internet Homepage: <http://www.jeffersontransit.com>

General Manager                      David Turissini  
(360) 385-3020 ext.107              [dturissini@jeffersontransit.com](mailto:dturissini@jeffersontransit.com)

**King County Department of Transportation**

Metro Transit Division  
201 S. Jackson Street, KSC-TR-0815  
Seattle, WA 98104-3856  
(206) 684-1481 or 1-800-325-6165  
Fax (206) 684-1778  
Internet Homepage: <http://transit.metrokc.gov/>

Director of Transportation      Rick Walsh  
(206) 684-1441                      [rick.walsh@metro.kc.gov](mailto:rick.walsh@metro.kc.gov)

**Kitsap Transit**

200 Charles Blvd  
Bremerton, WA 98312-4199  
(360) 479-6962 or 1-800-501-7433  
Fax (360) 377-4086  
Internet Homepage: <http://www.kitsaptransit.org>

Executive Director                      Richard M. Hayes  
(360) 478-6230

**Link Transit**

Maintenance and Operations Base  
2700 Euclid Avenue  
Wenatchee, WA 98801-5914  
(509) 662-1155  
Fax (509) 662-595  
Internet Homepage: <http://www.linktransit.com>

Second Location:  
Columbia Station Intermodal Center  
300 South Columbia Street  
Wenatchee, WA

General Manager                      Richard DeRock  
(509) 662-1076                      [richard@linktransit.com](mailto:richard@linktransit.com)



**Mason County Transportation Authority**

P.O. Box 1880  
Shelton, WA 98584-5018  
(360) 426-9434 or 1-800-374-3747  
Fax (360) 426-0899  
Operations Fax (360) 426-9143  
Internet Homepage: <http://www.mcta@cco.net>

Location:  
2505 Olympia Hwy N. Suite 140  
Shelton, WA

General Manager                      Dave O'Connell  
(360) 426-9434                      [mctadoc@cco.net](mailto:mctadoc@cco.net)

**Pacific Transit**

216 North Second Street  
Raymond, WA 98577-2421  
(360) 875-9418  
Fax (360) 942-3193

Second Location:  
2750 Pacific Way  
Seaview, WA

Director                                      Tim Russ  
(360) 875-9418                      [pactran@willapabay.org](mailto:pactran@willapabay.org)

**Pierce Transit**

P.O. Box 99070  
Tacoma, WA 98499-0070  
(253) 581-8080 or 1-800-562-8109  
Fax (253) 581-8075  
Internet Homepage: <http://www.piercetransit.org>

Location:  
3701 96<sup>th</sup> Street SW  
Lakewood, WA

Chief Executive Office                      Don S. Monroe  
(253) 581-8010                      [dmonroe@piercetransit.org](mailto:dmonroe@piercetransit.org)

**Pullman Transit**

P.O. Box 249  
Pullman, WA 99163-0249  
(509) 332-6535  
Fax (509) 332-6590  
Internet Homepage: <http://www.pullmantransit.com/>

Location:  
775 NW Guy Street  
Pullman, WA

Transit Manager                              Rod Thornton  
(509) 332-6535                      [rod.thornton@ci.pullman.wa.us](mailto:rod.thornton@ci.pullman.wa.us)

**Skagit Transit System (SKAT)**

600 County Shop Lane  
Burlington, WA 98233-9772  
(360) 757-8801  
Fax (360) 757-8019  
Internet Homepage: <http://www.skat.org>

Executive Director	Dale O'Brien
(360) 757-8801	<a href="mailto:dobrien@skat.org">dobrien@skat.org</a>

**Spokane Transit Authority**

1230 West Boone Avenue  
Spokane, WA 99201-2686  
(509) 325-6000  
Fax (509) 325-6036  
Internet Homepage: <http://www.spokanetransit.com>

Executive Director	Allen Schweim
(509) 325-6095	<a href="mailto:aschweim@spokanetransit.com">aschweim@spokanetransit.com</a>

**Twin Transit**

212 East Locust Street  
Centralia, WA 98531-4136  
(360) 330-2072  
Fax (360) 330-2073

Manager	Patty Alvord
(360) 330-2072	<a href="mailto:twintransit@vdial.net">twintransit@vdial.net</a>

**Valley Transit**

1401 West Rose Street  
Walla Walla, WA 99362-1687  
(509) 525-9140  
Fax (509) 525-9142  
Internet Homepage: <http://www.valleytransit.com>

General Manager	Dick Fondahn
(509) 525-9140 x12	<a href="mailto:dick@valleytransit.com">dick@valleytransit.com</a>

**Whatcom Transportation Authority**

4111 Bakerview Spur Rd

Bellingham, WA 98226-8056

(360) 676-6843 or (360) 676-RIDE (7433)

Fax (360) 738-7302

Internet Homepage: <http://www.city-govt.ci.bellingham.wa.us/wta.htm>

General Manager

(360) 738-4581

Richard G. Walsh

[richardw@ridewta.com](mailto:richardw@ridewta.com)

**Yakima Transit**

City of Yakima, Transit Division

2301 Fruitvale Boulevard

Yakima, WA 98902-1225

(509) 575-6175

Fax (509) 576-6414

Internet Homepage: <http://www.ci.yakima.wa.us/services/transit>

Transit Manager

(509) 576-6422

Ken Mehin

[kmehin@ci.yakima.wa.us](mailto:kmehin@ci.yakima.wa.us)

## Appendix G

### ACCT Coordination Coalitions and Contact Persons

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County and Contact(s)	Phone	Fax	E-mail
<b>Asotin/Whitman</b> Karl Johanson Council on Aging and Human Services P.O. Box 107 Colfax, WA 99111	(509) 397-4611	(509) 397-2917	<a href="mailto:karlj2@completebbs.com">karlj2@completebbs.com</a>
<b>Chelan/Douglas/ Okanogan</b> Greg Wright LINK Transit 2700 Euclid Avenue Wenatchee, WA 98801 <b>and</b> Deanne Konsack, Transp. Coordinator Okanogan Co. Senior Citizens Assn. PO Box 3699 Omak, Wa 98841	(509) 664-7279  (509) 826-4391	(509) 662-1595  (509) 662-1595	<a href="mailto:greg@linktransit.com">greg@linktransit.com</a>  <a href="mailto:dkonsack@bossig.com">dkonsack@bossig.com</a>
<b>Clallam</b> Tim Hockett Olympic Community Action Programs 505 E. Eighth Port Angeles, WA 98362	(360) 452-4726	(360) 457-4331	<a href="mailto:thockett@olycap.org">thockett@olycap.org</a>
<b>Grant/Adams</b> Kathy Parker <b>and</b> Debbie Greene People For People P.O. Box 1777 Moses Lake, WA 98837	(509) 765-5047 ext. 290  (509) 765-5047 ext. 293	(509) 766-6034	<a href="mailto:kparker@pfp.org">kparker@pfp.org</a>  <a href="mailto:dgreene@pfp.org">dgreene@pfp.org</a>

<b>Grays Harbor/Pacific</b> Troy Colley Coastal Community Action Program 117 East Third Aberdeen, WA 98520	(360) 533-5100 ext. 116	(360) 532-4623	<a href="mailto:troyc@coastalcap.org">troyc@coastalcap.org</a>
<b>Jefferson</b> Jefferson Transit Dave Turissini, General Manager <b>and</b> Melanie Bozak 1615 West Sims Way Port Townsend, WA 98368	(360) 385-3020 ext. 107  (360) 385-3020 ext. 107		<a href="mailto:dturissini@jeffersontransit.com">dturissini@jeffersontransit.com</a>  <a href="mailto:mbozak@jeffersontransit.com">mbozak@jeffersontransit.com</a>
<b>Kittitas</b> Matt Fadich Kittitas Community Action Council 204 East 6th Avenue Ellensburg, WA 98926	(509) 925-1448	(509) 925-1204	<a href="mailto:matt@kcac.org">matt@kcac.org</a>
<b>Lincoln</b> Linda Piazza Lincoln County Housing Authority P.O. Box 517 Davenport, WA 99122	(509) 725-0393	(509) 725-0236	<a href="mailto:lindap@lincolncounty-wa.com">lindap@lincolncounty-wa.com</a>
<b>Mason</b> Dave O'Connell Mason County Transportation Authority P.O. Box 1880 Shelton, WA 98584	(360) 426-9434	(360) 426-0899	<a href="mailto:mctadoc@cco.net">mctadoc@cco.net</a>
<b>Pend Oreille</b> Kelly Scalf Director Rural Resources Community Action 956 S. Main, Suite A Colville WA 99114	(509) 684-8421 ext. 253	(509) 684-5787	<a href="mailto:kscalf@ruralresources.org">kscalf@ruralresources.org</a>

<p><b>Pierce</b> Eric Phillips, AICP Pierce Transit P. O. Box 99070 Lakewood, WA 98499</p> <p><b>and</b> Jacklyn Montgomery Pierce County Community Action Programs 8811 South Tacoma Way Lakewood, WA 98499</p> <p><b>and</b> Faith Trimble</p>	<p>(253) 983-2721</p> <p>(253) 798-2831</p> <p>(360) 352-9926</p>	<p></p> <p>(253) 798-6628</p> <p>(760) 491-3555</p>	<p><a href="mailto:ephillips@piercetransit.org">ephillips@piercetransit.org</a></p> <p><a href="mailto:jmontgo@co.pierce.wa.us">jmontgo@co.pierce.wa.us</a></p> <p><a href="mailto:faithtrimble@olywa.net">faithtrimble@olywa.net</a></p>
<p><b>Snohomish</b> Denise Brand <b>and</b> Marty Bishop Snohomish County Human Services 2722 Colby Avenue Suite 104 Everett, WA 98201</p>	<p>(425) 388-7237</p> <p>(425) 388-7207</p>	<p>(425) 388-7330</p> <p>(425) 259-1444</p>	<p><a href="mailto:dbrand@co.snohomish.wa.us">dbrand@co.snohomish.wa.us</a></p> <p><a href="mailto:marty.bishop@co.snohomish.wa.us">marty.bishop@co.snohomish.wa.us</a></p>
<p><b>Spokane</b> Joanne Murcar Spokane Area Chamber of Commerce 801 West Riverside Ave. Spokane, WA 99201</p>	<p>(509) 459-4119</p>	<p>(509) 747-0077</p>	<p><a href="mailto:jmurcar@chamber.spokane.net">jmurcar@chamber.spokane.net</a></p>



## Appendix H

### Coordination Checklist

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This list is provided to assist you in identifying the agencies, organizations and institutions in your community that you could be contacting regarding your project. For more information regarding the coordination of your project, contact Don Chartock, (360) 705-7928 or [chartod@wsdot.wa.gov](mailto:chartod@wsdot.wa.gov)

- ☐ Agency Council on Coordinated Transportation (ACCT) Local Coordinating Coalition
- ☐ Area Agency on Aging
- ☐ Assisted Living Communities
- ☐ City Councils
- ☐ Community Action Program
- ☐ Community Colleges
- ☐ County Commissioners or council
- ☐ DSHS Community Services Office
- ☐ Foundations
- ☐ Group Homes
- ☐ Hospitals and other health care providers
- ☐ Local Medicaid Brokers and/or Providers
- ☐ Local School Districts
- ☐ Major Employers or Employer Organization
- ☐ Non-Profit transportation providers
- ☐ Nursing Homes
- ☐ Other Organizations
- ☐ Private Bus Operators
- ☐ Public Transit District
- ☐ Regional Transportation Planning Organization
- ☐ Retired Senior Volunteer Program
- ☐ Taxicab Operators
- ☐ Tribal Governments
- ☐ WorkFirst Local Planning Area



